

*United States Court of Appeals
for the Second Circuit*



APPENDIX

76-7024

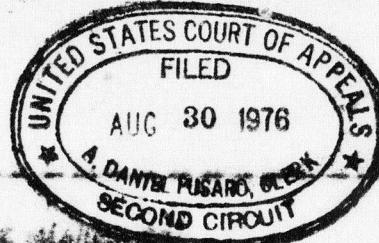
UNITED STATES COURT OF APPEALS—SECOND CIRCUIT

UNITED STATES COURTHOUSE, FOLEY SQUARE, NEW YORK

AUG 30 1976

APPENDIX

Mark Richard Edelstein, : CIVIL APPEAL DOCKET NO. 76 - 7024
Plaintiff-Appellant, :
—against— : APPENDIX TO WRITTEN APPEAL BRIEF
New York Telephone Company (and) :
C.B.A. Local 1104, :
Defendants-Appellees :
----- : #5



Parts of the record to which the Plaintiff-Appellant wishes to direct the particular attention of the Court.

page no.

A.) CIVIL APPEAL SCHEDULING ORDER # 1, directing the Appellant to file his Appeal brief and Appendix on or before 8-30-76. page 1.
Copy of Appeal Brief served in person to Saul Schreier, Attorney for the New York Telephone Company, on August 23, 1976. page 2.
Copy of Appeal Brief (and) photostat copy of Appeal Brief served in person to Attorneys for C.B.A. Local 1104 on August 23, 1976. page 3.
6 copies of Appeal Brief served in person to United States Second Circuit Court of Appeals on August 24, 1976. page 4.
APPENDIX TO WRITTEN APPEAL BRIEF SENT TO ALL ABOVE MENTIONED PARTIES TO THIS ACTION BY CERTIFIED MAIL ON August 28, 1976

B.) IN FORMA PAPERS ORDER signed by the honorable Walter R. Mansfield, U.S.C.J. on January 15, 1976, allowing the Plaintiff-Appellant to proceed on 6 typewritten briefs and dispense with the printed appendix, etc. page 5.
C.) Photostat of EQUAL OPPORTUNITY AFFIRMATIVE ACTION LITERATURE, "grated" or "boxed" in blue, and corroborating that certain positions previously assigned to women only until 1973 were now also available to males. page 6.
D.) Photo copy of one of several UPGRADE AND TRANSFER REQUESTS page 7.
E.) Photo copy of two page June 27, 1973 letter and six page Summary Grievance (previously presented to Mr. Myers--Vice President of C.B.A. Local 1104) presented to Mr. Michel as a STEP ONE GRIEVANCE. pages 8-15.

PAGINATION AS IN ORIGINAL COPY

F.) July 16, 1973 letter from the American Civil Liberties Union presented to Mr. Michel and to the C.N.C. (or Step) in guarantee for tuition refund for courses the Plaintiff-appellant was forced to drop following change in permanent shift & breach of contract.

page 16.

G.) PAY RECORDS corroborating that following the change in Plaintiff-appellant's permanent shift, he was forced to work shifts not of his choosing, and against his religious beliefs, including Saturday "N" day assignments for almost every week he was assigned to work days.

pages 17-22.

H.) WORK SCHEDULE showing that all other Framemen were assigned Saturday "N" days only about once every two months.

page 23.

(The Plaintiff-appellant's PAY RECORDS also corroborate the TIME of certain suspensions and proving thus that certain work including running to miles after 9am was not physically possible for Plaintiff-appellant to perform because of his eye condition partially caused by the Company forcing him to wear non-prescription safety glasses.)

I.) Record of Plaintiff-appellant's surgery to correct weak muscle and eye examinations; outlining the same information supplied to company when the Plaintiff-appellant was first hired.

page 24.

J.) One of several letters to George J. Caronello and the Plaintiff-appellant note that the Court places direct its' attention to the wording, "I have no other choice--forced to resign."

page 25.

K.) District Court Docket Entries.

pages 26-30.

L.) JUDGMENT by the honorable Jack B. Weinstein.

pages 31 & 32.

M.) NOTICE OF APPEAL.

page 33.

N.) COLLOQUY (from pages 348-359; 513-521; 720-725 taken from the United States Eastern District Court Trial Transcripts).

pages 34-48.

O.) Company pay scales for "craft" positions.

pages 44-51.

P.) Record and partial description of Plaintiff-appellant's college.

pages 52-58.

Q.) Settlement section was not very legible; And at Mr. Scheler's request Plaintiff-appellant has photo copied this part of his Appeal brief (pages 71-77) and included it as part of the Appendix.

pages 59-65.

R.) One of several letters written by the Plaintiff-Appellant in '72 to receive permanent shifts as a Frameman in lieu of transfer or advancement to other positions assigned to permanent day shifts, and assigned to women only until about the beginning of 1973. page 66.

S.) Consent Decree (and) Affirmative Action Program introduced as Plaintiff's Exhibit P-9 on page 86 of the July 28th, 1975 Federal Eastern District Court Trial Transcript, corroborating the Plaintiff-Appellant's claim that Telephone Company jobs were segregated until 1973---and within the 180 day statutory period prior to the date Plaintiff-Appellant filed his complaint with EEOC.

T.) Equal Employment Opportunity Commission papers indicating dates when the Plaintiff-Appellant filed his complaint (on or about the beginning of August '73), requests for "Right to Sue" letters, and Right to Sue (the original March 12, 1974 Right to Sue letter was presented to the Court Clerk at the Eastern District Court on or about March 19, 1974. etc. pages 67-70.

U.) COMPANY RECORDS found as part of Defendant's Exhibit D-EE will corroborate that almost all the absence charged to the Plaintiff-Appellant, (and) used to deny him advancement in 1973, occurred during 1970, and at that time (early 1971) when the Company tried to fire the Plaintiff-Appellant for a bad quality absence record, the absences were medically excused.
Furthermore, the Plaintiff-Appellant's records will corroborate that during 1972 & 1973 there was NO absence for a period of over a full year. And the Plaintiff-Appellant remained off steps until 1973, and was not put on steps until he requested assessment for college and advancement to COMMUNICATIONS CONSULTANT.

V.) The PERMANENT SHIFT CONTRACT for the Spring Semester '73 may be found as part of the SUMMARY GRIEVANCE the Plaintiff-Appellant presented to Mr. Myers on or about April '73; And may also be found as part of the Plaintiff-Appellant's Company Records, as part of a first step grievance presented by Al Speich on or about June 27, 1973 (and is listed as Section E to this Appendix).

W.) The Plaintiff-Appellant's PRE-ARGUMENT STATEMENT was sent by certified mail to the Court & Attorneys for the Defendants within ten days after the Plaintiff-Appellant filed his "NOTICE OF APPEAL" (and) the Pre-Argument Statement may also be found as pages 7-13 of the Plaintiff-Appellant's IN FORMA PAUPERIS MOTION.

X.) The trial transcripts were ordered promptly and within the statutory periods (and) corroboration to the above statement will be provided to the Court upon request.

UNITED STATES COURT OF APPEALS

BEST COPY AVAILABLE

FOR THE

SECOND CIRCUIT

TITLE OF CASE

MARK RICHARD EDELSTEIN,

Plaintiff-Appellant,

v.

NEW YORK TELEPHONE COMPANY and
C.W.A. LOCAL 1104,

Defendants-Appellees.

CIVIL APPEAL
SCHEDULING ORDER # 1

Docket No. 76-7024

Noting that

appellant Pro-Se, has filed a Notice of Appeal, a Civil Appeal Pre-Argument Statement and Transcript Information, and being advised as to the progress of the appeal,

IT IS HEREBY ORDERED that the record on appeal be filed on or before 7-20-76

IT IS FURTHER ORDERED that the appellant's brief and the joint appendix be filed on or before 8-30-76 1976.

IT IS FURTHER ORDERED that the brief of the appellee be filed 30 days after the filing of the appellant's brief.

IT IS FURTHER ORDERED that ten (10) copies of each brief shall be filed with the Clerk, and that the additional fifteen (15) copies of the briefs required to be filed by counsel by F.R.A.P. Rule 31(b) shall be retained by counsel until final disposition of the appeal subject to the call of the court for whatever use it may direct.

IT IS FURTHER ORDERED that the argument of the appeal be ready to be heard during the week of 10-18-76 1976.

IT IS FURTHER ORDERED that in the event of default by appellant in filing the record on appeal or the appellant's brief and the appendix by the time directed or upon default of the appellant regarding any other provision of this order, the appeal may be dismissed forthwith.

IT IS FURTHER ORDERED that if the appellee fails to file a brief within the time directed by this order, such appellee shall be subjected to such sanctions as the court may deem appropriate.

A. Daniel Fusaro
A. DANIEL FUSARO,
Clerk

✓ Vincent A. Carter
✓ Deputy Clerk

Dated: June 30, 1976

A.

NEW YORK TELEPHONE COMPANY

LEGAL DEPARTMENT

SAUL SCHEIER

ATTORNEY

1095 AVENUE OF THE AMERICAS

AREA CODE 212

395-6138

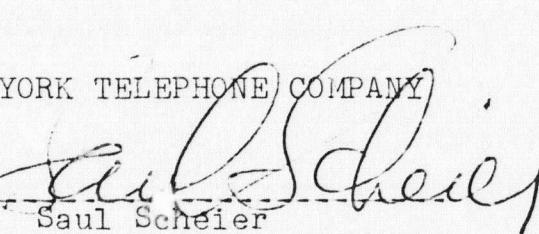
NEW YORK, N.Y. 10036

August 23, 1976

RECEIVED, from MARK EDELSTEIN, one carbon copy of brief
on appeal.

NEW YORK TELEPHONE COMPANY

By


Saul Scheier

A₂

LAW OFFICES

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August 23, 1976

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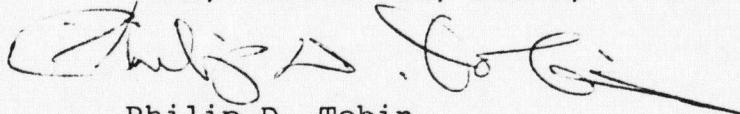
JEAN TAYLOR

*NEW JERSEY BAR ONLY

Re: Edelstein v. New York Telephone Company and Communications
Workers of America, AFL-CIO (Local 1104)

Copy of plaintiff-appellant's 78-page brief and attachments
received today at 2:45 p.m.

COHN, GLICKSTEIN, LURIE, OSTRIN & LUBELL



Philip D. Tobin

PDT:jcg

A3

UNITED STATES COURT OF APPEALS
SECOND CIRCUIT
UNITED STATES COURTHOUSE
FOLEY SQUARE
NEW YORK 10007

A. DANIEL FUSARO
CLERK

8-24-76

Received from Mr. Delstein

6 copies of the
Briefs

Rosalie Bull

A4

UNITED STATES COURT OF APPEALS
SECOND CIRCUIT
1702 UNITED STATES COURTHOUSE
FOLLY SQUARE
NEW YORK, NEW YORK 10007

75-8283

Mark R. Edelstein v. New York Telephone Co. and ano.

It is hereby ordered that Mark R. Edelstein, appellant pro se, may proceed on 6 typewritten briefs and dispense with a printed appendix. The appendix, however, must contain at least a copy of the docket entries in the District Court as well as the final decision of that court. It is further ordered that the briefs may be filed on or before 40 days after appellant receives the trial transcript from the Eastern District court reporters.

Walter A. Blaustein
U.S.C.J.

Date: Jan. 11, 1976

U. S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

WHAT DO WE DO WHEN A COMPLAINT IS FILED?

AT&T to Set Job-Bias Case for \$30 Milli
American Telephone and Telegraph Co. has agreed to pay \$30 million to settle a job discrimination case filed by employees of the company. The settlement, which was reached in a federal court in Washington, D.C., will be used to help the company meet its obligations under the Civil Rights Act of 1964. The company has agreed to pay \$30 million to settle a job discrimination case filed by employees of the company. The settlement, which was reached in a federal court in Washington, D.C., will be used to help the company meet its obligations under the Civil Rights Act of 1964.

(AP)—The American Telegraph Co. signed an agreement yesterday to pay \$30.00 management employees and \$20.00 management employees charged were vic-tims of discrimination. The settle-ment, a second in 16 months in-
volving 24 operating compa-nies, is the nation's largest private em-ployer to equalize starting sala ries and women, and provides that both sexes receive pay in promotions. The ag-reement with the Department of Labor and the Equal Emp-tyment Opportunity Commission was as a consent decree in federal court in Philadelphia.
It provides that AT&T ma-time, lump sum payments of \$7,000,000 to 7,000 Bell System agreement employees, including black men and women who the government were discriminated against under Equal Pay Act of 1963.

Wenby News

731/24

Program and forwarded to the EEOC by May 18 for its approval. At this time, Affirmative Action material, including goals and targets, will be distributed to management and non-management employees may ask to review these materials.

Here are some illustrations of our present profile percentages and goal percentages for men and women.

Classification	Actual as of 1/73	Ultimate Goal
Second Level Management	9.1% (female)	38% (female)
Telephone craft-Semi-Skilled	2% (female)	38% (female)
Office - Clerical	7.7% (male)	25% (male)

establishment, we will determine the utilization analysis by looking at the female and minority composition of the overall population, looking at such factors as the total number of people, the number now working, the number of people available for work and the number of people both inside and outside the business capable of doing that kind of work.

Goals and Intermediate Targets

We will make a utilization analysis for women and each minority group for each of the 15 Affirmative Action job classifications by establishment. (An establishment is a sizeable number of employees in a definable labor market within a geographic area.) In each establishment, we will determine the utilization analysis by looking at the female and minority composition of the overall population, looking at such factors as the total number of people, the number now working, the number of people available for work and the number of people both inside and outside the business capable of doing that kind of work.

Special Sales Department.

44 Marshall Avenue
Floral Park, N. Y.

June 21, 1973

New York Telephone Company
140 West Street
New York, New York

Personal attention of President Ellinghaus

Dear Mr. Ellinghaus:

I have been a foreman with the New York Telephone Company since February of 1970, and I attended college at the same time. Although my tardiness record was not up to the company's expectations prior to the strike, upon returning to work, I made a decided effort to improve my punctuality. With the assistance of the union, I was able to hold a permanent four-to-twelve work schedule for over a year while I attended Hofstra University 3 days. During this time, I reported to work every day and was rarely late. The few times I was late were explained with valid reasons.

Recently my shift was changed during the middle of the semester. When I suggested that I may be assigned a night shift in another building until the end of the semester or be transferred to another craft, which was most satisfactory to my supervisor, I was given two options by him: "Either quit the job or leave school!". Having already completed my tuition payment and having leased an apartment due to my job, I was forced into a difficult situation. To elaborate on this, I incurred additional expenses and inconveniences. I had to drop one class, not take my CIEP exams, and "cut" my other classes.

E 8

Because of the ~~life~~ ^{last} injustices which followed in receiving my tuition records, unfair change of job hours, and continuous harassment by management, etc., I am forced to file a grievance charging prejudice. I have recently applied for an upgrade in order to resolve this problem, to become a garage mechanic (and work permanent four-twelve). I am also applying to become a Special Sales Representative thus; but my name is not being entered into the computer with my supervisor simply using as an excuse "my tardiness record". Since my father is deceased, I was out five days when my Grandmother was on the critical list at Interboro Hospital. My job hours conflicted with visiting hours. I was out for a total of five other days and most of these can be explained by the change in job hours, due to the injustices which have occurred during my last semester. I also believe my recent suspensions were totally unfair and I expect payment for the six days I remained out of work with undue cause. When I was originally hired, I clearly specified my working was predicated on my being able to continue my education. I believe I would be more beneficial to the company if I were granted one of the above-mentioned positions. My background includes two years of organization and 53 additional credits completed at Hofstra University.

In view of the ~~fact~~ ^{all} of the foregoing facts in your attention, I feel it will be necessary to carry this matter further. I appreciate your efforts and consideration in my behalf.

Very truly yours,
Mark R. Edelstein
MARK R. EDELESTEIN

E9

DEAR MR. MICHEL:

I UNDERSTAND AND AGREE WITH YOUR DECISION THAT I CAN NOT BE GUARANTEED AN INDEFINATE* PERMANENT 4 -- 12pm SHIFT. HOWEVER, AT THIS TIME NONE* OF THE OTHER FRAMEMEN IN MY DEPARTMENT OBJECT TO ME REMAINING ON THE 4 -- 12pm SHIFT (ON A PERMANENT BASIS--i.e. NOT TRADING) FOR THE PURPOSE OF COMPLETING MY COLLEGE EDUCATION. AS WAS REQUESTED PRIOR TO REGISTERING FOR SUMMER AND FALL SEMESTERS OF '72 I AM NOW REQUESTING AGAIN THAT YOU GUARANTEE THE SHIFT (PERMANENT 4 -- 12pm) WILL NOT BE CHANGED DURING THE SPRING SEMESTER OF 1973 ---- IF THE PERMANENT SHIFT ARRANGEMENT MUST BE DISCONTINUED FOR ANY REASON, PLEASE GUARANTEE THAT SUCH ARRANGEMENTS WILL BE MADE BETWEEN SEMESTERS AND NOT* DURING THE SPRING SEMESTER.✓

YOURS TRULY--RESPECTFULLY SUBMITTED BY--

C. Michel

Mark R. Edelstein

MARK R. EDELSTEIN

P.S. Since men are now being hired as "Business Representatives" as new employees and I have about three years time on the company (counting no strike), seniority, I hereby respectfully request grievance that my "company fringe benefits" are being denied by not allowing me to transfer to the lower paying position that does not require shift and would thus enable me to obtain future advancement by attending college.... However, as you suggested, I would be willing not to file this grievance if you will guarantee not to change my shift during the middle of the following semester - agreed - during the last two semesters (i.e. fall semester) Please re-read the above paragraph and when you give me my promotion (or a reprobation of Tel. Co) to attend school or as my excuse for transfer to Business Dept. E10

Dear Mr. Michel:

As an employee of the New York Telephone Company & a union member, I wish to present the following grievance charging "PREJUDICE AND UNFAIR / ILLEGAL EMPLOYMENT PRACTICES."

Some time, about a year ago, I was assigned to a 'permanent 4-12pm shift' in place of transfer to "Business Representative," a position that worked a permanent 9-5pm shift, but was assigned to women only etc. At that time you stated, "the Company would not guarantee me a permanent out of hours shift, but you also agreed that if my shift was to be changed it would NOT be during a semester, i.e. semester break."

During each semester break, including end of Fall semester '72 (prior to enrolling in Spring semester '73), I requested transfer to my career choice, BUSINESS REPRESENTATIVE, or any permanent shift on my present job which the other Framemem would agree to so that I COULD CONTINUE MY COLLEGE EDUCATION.

AT THIS TIME I WISH TO RESPECTFULLY PROTEST THE FOLLOWING:

- 1) Shift change during the middle of Spring semester '73 is a violation of contract and I am the only employee (as you already know) of the three men assigned to 4-12pm who is a college student.
- 2) I also wish to protest Company policy of allowing the two men assigned to 4-12pm "run-in crew" to leave early while the speaker man who works with a test deskman remains alone until midnight etc. I do NOT wish to protest that I wish to go home early SINCE I ALWAYS REMAIN IN THE BUILDING UNTIL 12 PM, but I do wish to protest being assigned to "PERMANENT SPEAKER COVERAGE" for three years. I do not wish to leave early, but I would like my turn on one of the other non traditional jobs.
- 3) I respectfully wish to protest a pattern of uncorrected prejudice including the locker incident, wire incident in the break room during my lunch hour, permanent speaker assignments, and headaches & dizzy spells caused from being forced to wear non-prescription safety glasses.
- 4) Following change in work shift I requested that you or any other representative of the Company write a letter to Hofstra so that I can be given "I" or "incomplete grades" for such courses I am being forced to cut--ALSO, AS OF THE BEGINNING OF '73, THE COMPANY HAS BEEN HIRING NEW MALES INTO THE COMPANY AS "BUSINESS REPRESENTATIVES."
- 4 A) I wish to claim through the Union "SENIORITY" as I have about three years time in the Company, and about 4 years college, whereas the requirements for this position is merely High School. You have blocked my transfer application because of absense, HOWEVER ALMOST ALL THE SO CALLED ABSENSES WERE CAUSED BY HEADACHES AND DIZZY SPELLS FROM NON-PERSCRIPITION SAFTEY GLASSES and they are all from 1970---I have NO absenses for the last year, during which time I have been permitted to wear motorcycle goggles.
- 5) I wish Union grievance that I am not receiving certain tuition refunds promptly including \$97.50 ~~for~~ Nassau Community College and \$420.00 for courses taken during the Summer of '72 at Hofstra University---When I do not receive these refunds promptly it limits my opportunity, as I need tuition refunds to register for new courses etc.
- 6) When I was hired the Company promised I could advance to a "MANAGEMENT SALES POSITION" WHEN I EITHER COMPLETED 120 CREDITS OR OBTAINED MY BACHELORS DEGREE. Had my shift not been changed I would have completed over 120 credits following the end of the semester----It is impossible to attend college on rotating shifts. I respectfully request transfer to "Business Representative" which works a permanent day shift or one of the other buildings (as discussed with Pat Heyers) where I might be guaranteed a better chance of completing my college education etc.
- 7) Finally, I wish to **PROTEST** the FORCED RESIGNATION you* prepared and ordered me to sign following change in shift--WHICH I WILL NOT SIGN.

DEAR MR. CARMICHAEL:

WHEN I WAS HIRED IN JANUARY 1970, I WAS ADVISED I COULD BE ADVANCED TO A MANAGEMENT SALES POSITION—COMMUNICATIONS CONSULTANT—IF I COMPLETED A TOTAL CC → OF 120 CREDITS OR OBTAINED ANY BACHELORS DEGREE. PRIOR TO WORKING FOR THE PHONE COMPANY I COMPLETED 75 CREDITS AT THE ACADEMY OF AERONAUTICS; (and) DURING THE SUMMER AND FALL SEMESTERS OF 1970 I COMPLETED AN ADDITIONAL 9 CREDITS AT NASSAU COMMUNITY COLLEGE; DURING THE FALL SEMESTER OF 1970 I ALSO REGISTERED FOR AN ADDITIONAL 6 CREDITS TO BE COMPLETED AS "HOME STUDY COURSES" AND I WILL TAKE EXAMINATIONS TO RECEIVE SUCH COLLEGE CREDITS WITHIN THE NEAT MONTH—TOTAL 90 CREDITS.

DURING THE PAST TWO YEARS I HAVE ONLY BEEN ABLE TO COMPLETE 15 CREDITS— (AND THAT INCLUDES 6 CREDITS TAKEN THROUGH NASSAU COMMUNITY'S INDEPENDENT STUDY PROGRAM, FOR WHICH I EXPECT TO RECEIVE CREDIT BY EXAMINATION NEXT MONTH). AT THIS RATE I'LL BE GIVEN A GOLD WATCH AND BE RETIRED BY THE COMPANY BEFORE I ADVANCE!

PART OF THE REASON I'VE ONLY BEEN ABLE TO EARN 15 CREDITS DURING THE PAST TWO YEARS WAS THE SEVEN MONTH STRIKE—BUT THERE ARE OTHER REASONS I FEEL YOUR OFFICE SHOULD BE MADE AWARE OF -- DURING THE SPRING SEMESTER 1970 I COULD NOT ATTEND COLLEGE EITHER DAYS OR EVENINGS BECAUSE I WAS ASSIGNED TO WORK DAYS AND ALSO SCHEDULED FOR 2 WEEKS 4-12pm AT FRAME TRAINING SCHOOL IN BROOKLYN; THE SUMMER SESSIONS ARE IN TWO PARTS AT NASSAU COMMUNITY COLLEGE (SUMMER I & SUMMER II) AND I WAS ABLE TO ATTEND ONE EVENING CLASS EACH SEMESTER; (SIC) TOWARD THE END OF THE SECOND SUMMER SESSION I WAS FORCED TO REMAIN IN THE FLORAL PARK CENTRAL OFFICE PAST 5pm. (and) FOR THAT REASON I ONLY REGISTERED FOR ONE COURSE (3 CREDITS) DURING THE FALL SEMESTER 1970. BECAUSE OF CONTINUED HARASSMENT BY FELLOW EMPLOYEES AND THE FRAME FOREMAN, INCLUDING PERMANENT SPEAKER ASSIGNMENT DT → AND OVERTIME ASSIGNMENTS ON SPEAKER WITHOUT PAY, I HAVE BEEN FORCED TO DISCONTINUE MY COLLEGE EDUCATION---ALTHOUGH I PREFER TO WORK A DAY SHIFT I HAVE BEEN CHANGING SHIFTS TO GET AWAY FROM FELLOW EMPLOYEES WHO ARE DISCRIMINATING AGAINST ME BECAUSE (I FEEL) I AM JEWISH. THESE EMPLOYEES INCLUDE GEORGE ANIA, JERRY O'CONOR, AND JERRY FEE. JERRY FEE IS ALSO ON THIS 4-12pm SHIFT ON A REGULAR BASIS, BUT HE SEEMS TO GET ALONG IF HE ARE NOT IN CONTACT WITH THE OTHER TWO FRAMEMAN.

① *perman.* THERE ARE THREE MEN ON THE 4-12pm SHIFT--TWO ARE ASSIGNED TO THE "RUN IN CREW" AND I AM THE "PERMANENT SPEAKER." NONE OF MY FELLOW EMPLOYEES WANT TO WORK WITH ME ON "TWO MAN JOBS" SUCH AS PLUNGING IN AND CATCHING WIRES (BECAUSE I AM JEWISH) SO THE FRAME FOREMAN, BILL KAHLER, WAS ASSIGNED ME TO A ONE MAN JOB SPEAKER--I DO NOT ENJOY THIS JOB (AND NEITHER DOES ANYONE ELSE) BECAUSE YOU AREN'T GIVEN THE CHANCE TO THINK FOR YOURSELF; THE TEST DESKMAN TALKS TO YOU OVER A TALK TRACK AND SAYS, FOR EXAMPLE, 'GIVE ME A SHORT' OR 'REPLACE A HEAT COIL.' ALSO, SINCE THE TESTER WORKS WITH MORE THAN ONE PERSON AT A TIME I AM OFTEN PUT ON HOLD--AND I PREFER TO WORK. FURTHER, WHEN I AM ASSIGNED TO SPEAKER ON THE NIGHT SHIFT, I'M NOT ONLY DOING SPEAKER WORK--BUT ALSO CORRECTING AND OR COMPLETING UNFINISHED ORDERS SIGNED AS "COMPLETED" BY THE 4-12pm MEN WHO LEAVE REGULARLY. FINALLY I WISH TO CLARIFY THAT IF I AM ASSIGNED TO WORK OTHER THAN SPEAKER COVERAGE, IT IS NOT FOR THE PURPOSE OF LEAVING EARLY—IT WILL REMAIN ON THE JOB UNTIL THE PROPER TIME--I JUST DON'T THINK IT'S FAIR THAT ONE PERSON BE ASSIGNED TO THE SPEAKER ON A PERMANENT BASIS AND NOT BE INSTRUCTED ON OTHER PHASES OF THE FRAMEMAN'S JOB. I MIGHT ADD--THAT IN THE EARLY PART OF 1971 SEVERAL FRAMEMAN ADVANCED TO SWITCHING POSITIONS & I DID NOT BECAUSE I WAS ON PERMANENT SPEAKER ASSIGNMENT.

② *early* PRIOR TO THE STRIKE, DURING THE BEGINNING OF THE SUMMER 1971, I PRESENTED THE ABOVE MENTIONED OBJECTIONS TO JERRY FEE, THE FRAME SHIFT STEWARD, AND MR. MICHEL, THE CENTRAL OFFICE SUPERVISOR. I TRIED TO EXPLAIN THAT ALL I WANTED WAS A TRANSFER TO "SALES REP" OR "BUSINESS REP" BECAUSE I AM TOLD THAT BOTH POSITIONS ARE ASSIGNED TO A PERMANENT 9am--5pm DAY SHIFT AND FOLLOWING THE STRIKE MY SHIFTING IS ASSIGNED TO SEVERAL DIFFERENT SHIFTS ON A 24 HOUR ROTATIONAL BASIS; MAKING IT VERY DIFFICULT TO ATTEND COLLEGE FULL TIME EVENINGS; i.e. full time, part time, day, or evenings. I ALSO ADVISED MICHEL THAT ALTHOUGH I PREFERRED TO WORK A DAY SHIFT & ATTEND COLLEGE

Locker
Wife
Glasses

EVENING; I WOULD ALSO BE GRATEFUL TO WORK ANY SHIFT ON THE FRAME WHICH THE OTHER MEN MIGHT NOT WANT (IF ALL OF THEM AGREE TO THIS). MY GRIEVANCES PRIOR TO THE STRIKE INCLUDE A LOCKER INCIDENT, A LIFE LYING INCIDENT, AND HEADACHES & DIZZY SPELLS DURING 1970 & PART OF 1971 UNTIL NEW PRESCRIPTION SAFETY GLASSES WERE REPLACED BY MR. HORSTIS--(FEBRUARY 1971)--WITH MOTORCYCLE GOGGLES--ETC. BECAUSE OF THESE GRIEVANCES I AM REQUESTING A TRANSFER TO ANOTHER BUILDING & A BETTER WORK ENVIRONMENT.....

2nd Step
Grievances
of other
workers

I HAVE GIVEN A FIRST STEP GRIEVANCE TO THE STEWARDS IN THE FLORAL PARK CENTRAL OFFICE & AS UNION REPRESENTATIVES THEY REFUSE TO ACT ON IT. HOLINSKI, THE CHIEF STEWARD IN THE BUILDING, HAS REFERRED ME TO FEE; WHO HAS REFUSED MY GRIEVANCES AT STEP ONE BECAUSE THEY ARE AGAINST HIM AND OTHER WORKER--UNION MEN--EMPLOYEES. HE SAID IF I CANT TO GRIEVE I WOULD HAVE TO FILE A SECOND STEP GRIEVANCE--AND I ASSUME THAT MEANS I HAD TO WRITE YOU; SINCE YOU ARE THE VICE PRESIDENT IN CHARGE OF PERSONNEL.

MICHEL WILL NOT HEAR MY GRIEVANCES SINCE THEY RELATE TO EVENTS THAT HAPPENED PRIOR TO THE STRIKE, AND HE SAYS THEY DO NOT APPEAR IN MY RECORDS. I ASKED TO APPEAL TO MICHEL'S SUPERVISOR AND HE SUGGESTED I WRITE TO YOU--HE SAID, "WHY NOT GO RIGHT TO THE TOP?" AND THAT IS EXACTLY WHAT I DID.....I HAVE ALSO CONTACTED PAT NEYERS--WHO IS VICE PRESIDENT OF CWA LOCAL 1104--AND HAVE PRESENTED ALL GRIEVANCES TO HIM THAT DO NOT INVOLVE FELLOW CO-WORKERS---THEY ARE AS FOLLOWS:

1970 Shift
Contracts

1) NONE OF THE MEN OBJECT TO BE WORKING A PERMANENT NIGHT SHIFT FOR ONE SEMESTER AT A TIME ON A "PERMANENT TRADE BASIS" SO LONG AS THE AGREEMENT IS MADE FOR ONLY ONE SEMESTER AT A TIME AND I USE THE PERMANENT SHIFT TO ATTEND COLLEGE. MOST OF THE MEN PREFER A DAY SHIFT & JUST WOULD BE WILLING TO ALSO TRADE THEIR NIGHT SHIFT; BUT SOME OF THE MEN LIKE TO OCCASIONALLY WORK THEIR OUT OF HOURS SHIFT--AND THIS MIGHT FORCE ME TO HAVE TO DROP CLASSES. HOWEVER, THOSE MEN WHO LIKE THE OCCASIONAL OUT OF HOURS TOUR WOULD NOT OBJECT TO ROTATING ON THIS SHIFT 3 OUT OF EVERY 10 WEEKS INSTEAD OF 3 OUT OF EVERY 9 WEEKS ETC. IN FACT, THE ONLY PERSON WHO OBJECTED TO THIS ARRANGEMENT WAS MR. MICHEL--AND I WOULD APPRECIATE YOU SPEAKING TO HIM ON MY BEHALF.

Special Rep
Business Rep
Beev. Rep
(Rep)

2) MR. MICHEL HAS DENIED MY TRANSFER APPLICATIONS ALSO FOR SALES REP & BUSINESS REP, ALLEGING THAT SALES REP WOULD BE A HIGHER PAYING JOB (AND) I COULD NOT BECOME A SALES REP UNTIL I WAS FIRST A BUSINESS REP; HE ALSO CLAIMS IT IS A COMPANY POLICY THAT ONLY WOMEN ARE BUSINESS REPRESENTATIVES BECAUSE "THEY HAVE BETTER SPEAKING VOICES." I HAVE TAKEN FOUR YEARS OF ENGLISH IN HIGH SCHOOL, TWO COLLEGE LEVEL ENGLISH COURSES 2000-2001 EARNING A GRADE OF "B" FOR EACH, AND I EARNED A GRADE OF "E PLUS" FOR "ORAL COMMUNICATION" AT HASSAN COMMUNITY COLLEGE---I FEEL THAT SOMEONE AT A HIGHER LEVEL OF MANAGEMENT THAN MR. MICHEL SHOULD BE THE ONE TO DECIDE IF MY SPEAKING VOICE IS GOOD ENOUGH TO EARN A TRANSFER. (ETC.)

3) I DON'T WANT TO PRESENT GRIEVANCES THAT MAY HURT MY FELLOW EMPLOYEES, BUT I DO KEEP A JOB WITH DIGNITY. I AM SEEKING YOUR ASSISTANCE ON A TRANSFER TO ANY POSITION--HIGHER OR LOWER--SO LONG AS I CAN STILL ATTEND COLLEGE (ANY JOB ASSIGNED TO A PERMANENT SHIFT); AND STILL BE ALLOWED TO ADVANCE--AS THE COMPANY PROMISED--WHEN I COMPLETE MY COLLEGE EDUCATION....PLEASE CONTACT PAT NEYERS--I'VE HAD SEVERAL PHONE CONVERSATIONS WITH HIM DURING FEBRUARY & MARCH (1972) FOLLOWING THE STRIKE; AND HE HAS INDICATED HE CAN TRANSFER ME TO ANOTHER CENTRAL OFFICE. ETC. I HAVE EVEN INDICATED TO MR. NEYERS THAT I WOULD BE WILLING TO TAKE A TRANSFER TO HARRIMAN SO LONG AS WHATEVER JOB I AM ASSIGNED TO WORKS A PERMANENT SHIFT; AND UNDER CONDITION THAT I WILL STILL ADVANCE--AS THE COMPANY PROMISED WHEN THEY HIRED ME--AT SUCH TIME WHEN I COMPLETE AN ADDITIONAL 36 CREDITS.

4) MR. MICHEL SAYS THAT "ALL FRAMENEN MUST ROTATE SHIFTS NO MATTER WHAT THEIR CIRCUMSTANCES," AND YET ANOTHER FRAMENEN, JERRY FEE, WAS ABLE TO HOLD A PERMANENT 1-9PM SHIFT IN 1970--WITH THE APPROVAL OF THE OTHER FRAMENEN---ALL I AM ASKING FOR IS THE SAME CONSIDERATION.

MR. MICHEL HAS ALSO DENIED ME ANY FORM OF BUILDING OR JOB TRANSFER BECAUSE I AM ON STEP FIVE OF THE ABSENCE & TARDINESS CONTROL PLAN--ALTHOUGH THIS MAKES ME SOUND LIKE A POOR EMPLOYEE, SUCH IS NOT THE CASE. ALL THE ABSENCES EXCEPT FOR ONE DAY WHEN I HAD AN UPSET STOMACH WERE CAUSED BY HEADACHES AND DIZZY SPELLS RESULTING FROM BEING

✓ GIVEN A USED PAIR OF SAFETY GLASSES (USED BY A FORMER COMPANY EMPLOYEE) AFTER MY OWN PRESCRIPTION GLASSES HAD DISAPPEARED--WHEN SOME FELLOW EMPLOYEES EMPTIED MY LOCKER ON TO THE SIDEWALK OUTSIDE THE CENTRAL OFFICE AS A "PRANK." I FEEL THAT ALL ✓ THE ABSENCES SHOULD BE MEDICALLY EXCUSED AND I SHOULD BE TAKEN OFF STEPS SO I CAN TRANSFER TO A BETTER WORK ENVIRONMENT. ALL THE SO CALLED PRANKS ARE BEING DONE TO ME SOLELY BECAUSE I AM JEWISH--AND MY FOREMAN, WHO WAS ONCE A CRAFTSMAN HIMSELF, DRINKS WITH THE OTHER EMPLOYEES AND ENCOURAGES THEIR MISCONDUCT RATHER THAN CORRECT THEIR ACTIONS.....MY GRIEVENCE AGAINST THE THREE WORKERS (AND TWO FRIENDS OF THE SHOP STEWARD--NON EMPLOYEES) ALSO INCLUDED THE FOREMAN, CHARGING HIM WITH KIBITZING & ENCOURAGING HARASSMENT.

ALL OF THE GRIEVENCES I HAVE PRESENTED THIS FAR REFER TO INCIDENTS THAT OCCURRED PRIOR TO THE STRIKE; SO I WILL TRY TO CLARIFY THAT ASSISTANCE I AM SEEKING FROM

YOUR OFFICE: (A) ARE YOU REALLY INTERESTED IN TELEPHONE PEOPLE FURTHERING THEIR EDUCATIONS--OR WILL YOU CONTINUE TO VIGILATE SENIORITY POLICY AND HIKE COLLEGE GRADUATES AS MANAGERS? (B) HOW CAN AN EMPLOYEE TAKE ADVANTAGE OF THE COMPANY TUITION REFUND POLICY WHEN YOU ASSIGN HIM TO A JOB THAT ROTATES SHIFTS? (C) IS IT POSSIBLE FOR ME TO BE ASSIGNED TO A PERMANENT SHIFT (SIMILAR TO SUCH ARRANGEMENT MADE WITH MR. FEEL), ASSURING ALL OTHER FOREMEN IN MY DEPT. AGREE AND DO NOT OBJECT. (D) I AM ABLE TO CARRY A FULL TIME SCHEDULE IF I AM ASSIGNED TO A PERMANENT SHIFT (OF MY FELLOW EMPLOYEES' CHOOSING) -OR- IF I AM PERMITTED TO TRANSFER ✓ TO ANY OTHER POSITION (IN EITHER NASSAU, SUFFOLK, OR MANHATTAN) THAT DOES NOT ROTATE WORK TOURS. (AND) -- (E) I RESPECTFULLY ASK YOU TO TAKE INTO CONSIDERATION THAT I HAVE BEEN EMPLOYED BY THE TELEPHONE COMPANY SINCE JANUARY 1970 (2 1/2 yrs. ✓

INCLUDING THE STRIKE) AND HAVE PRESENTED THIS GRIEVENCE TO YOU ONLY BECAUSE I Follow up DO NOT KNOW WHERE ELSE TO TURN TO. I HAVE DISCUSSED THESE ISSUES WITH MR. MICHEL, WHO BLUNTLY STATES, 'I HAVE NO GRIEVENCE.' HE REFUSES TO ALLOW ME TO TRANSFER TO ANOTHER CRAFT OR ANOTHER CENTRAL OFFICE, AND HAS FORCEFULLY EJECTED ME FROM HIS OFFICE, SAYING 'HE WOULD NOT ALLOW ME TO A PERMANENT TOUR UNDER ANY CIRCUMSTANCES' (AND) HE WAS INSTRUCTING THE FOREMAN TO SCHEDULE THE THREE WEEK WORK TOURS TO OVERLAP BY EITHER ONE OR TWO WEEKS SO THAT I WOULD NOT EVEN BE ABLE TO TRADE ANY LONGER. *

Shift (Rep'd)
PLEASE DISCUSS THESE ISSUES WITH MR. MICHEL AND TOP LEVEL MANAGEMENT AND LET ME KNOW AS SOON AS POSSIBLE WHAT THE COMPANY'S OFFICIAL POSITION IS TO BE -- PLEASE ASSIST ME IN OBTAINING ANOTHER POSITION THAT WILL ENABLE ME TO COMPLETE MY EDUCATION (AND I PROMISE TO PROVE TO YOU THAT I AM A SUPERIOR EMPLOYEE). I REMAIN,

SINCERELY YOURS,

MARK R. EPSTEIN
1862 LEONARD LANE
MERRICK, LONG ISLAND, NEW YORK 11566



New York Telephone

George J. Carmichael
Vice President Personnel

140 West Street
New York, N.Y. 10007
Phone (212) 394-2312

April 18, 1972

Mr. Mark R. Edelstein
1862 Leonard Lane
Merrick, New York 11566

CL Union

Dear Mr. Edelstein:

Your recent letter to Mr. Ellinghaus was referred to me for reply.

First let me say that we are very interested in our people furthering their education and, as you know, we have an excellent tuition aid plan to further this objective. However, this does not contemplate that we can arrange and guarantee specific work schedules that would permit a person to matriculate for a full college course. If an individual can so arrange his tours by "trading" or "swapping" assignments, and has the stamina to carry such a heavy load then, of course, this is his prerogative.

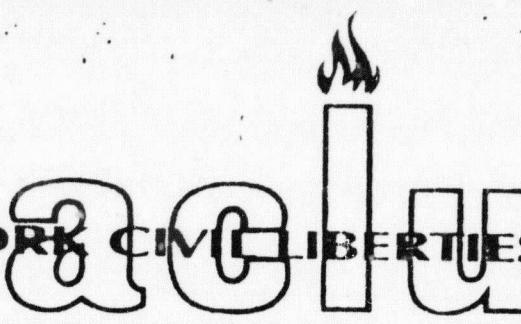
In reviewing your situation with our Nassau Plant people, I am advised that your Supervisor, Mr. E. Michel, spoke with you recently and explained why he could not assign you to a permanent tour, e.g., 4 P.M. - 12 P.M. I agree with this decision.

I hope this provides you with a clear understanding of our position.

Sincerely,

(VP) J.

E 15



NEW YORK CIVIL LIBERTIES UNION
NYCLU
NASSAU COUNTY CHAPTER

475 NORTHERN BOULEVARD, GT. NECK, N.Y. 11021 • 516 HN 6-0417

July 16, 1973

M. E. Schneider
Personnel Department
Room 702
150 Fulton Avenue
Hempstead, New York 11550

Dear Ms. Schneider:

Mr. Mark Edelstein, a Frumeman of the Telephone Company, has been furthering his education by attending college while working.

He has sent in forms proving his student status and has complained on numerous occasions about not receiving a Tuition refund from your office.

He is seeking a \$120 refund for attending the Summer I and Summer II session at Hofstra University (\$210 a session) for the summer of 1972.

Since Mr. Edelstein was forced to iron a course because of a change in his work schedule, we are wondering whether it would be possible to receive a refund for the withdrawal grade which was included on Mr. Edelstein's transcript, which was paid for but not taken because of a conflict of school and work schedule.

Thank you very much for your cooperation.

Very truly yours,

Mark Berman
Executive Director

cc: Mark R. Edelstein
44 Marshall Avenue
Floral Park, N.Y. 11024

MH/al

F16



New York Telephone

00732 572

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

L4H M R EDELSTEIN NAME				3-6763	04	012073	125389346	010100		576	21615
				PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY	
EARNINGS AND TAXES FOR THIS PERIOD											
21615	21615	1264		21615	3724	841			3750		
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX		HOURS PAID FOR	TRAVEL ALLOW.	FARES
ALLOTMENTS YOU AUTHORIZED											
COMTL. & GOVT. INS.	GRP. INS.	B.M.E.	215 DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS		MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
YEAR TO DATE EARNINGS AND TAXES											
86610	86610	86610	14930	3374							15571
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED			NET AMT. PAID



New York Telephone

00763 250

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

4H M R EDELSTEIN		NAME	3-6763	05	012773	125389346	019100	576	21615	
TER CTL GRP			PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY	
EARNINGS AND TAXES FOR THIS PERIOD										
21615	21615	1264	21615	3724	841	1	3750			
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D TAX	WAGES SUBJ. INC TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	
ALLOTMENTS YOU AUTHORIZED										
COMFL. & GOVT INS	GRP. INS.	B.M.E.	215	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV
YEAR TO DATE EARNINGS AND TAXES								VACATION/WAGE ADVANCE		
108225	108225	108225	18654	4215						15571
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED	NET AMT. PAID	



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00792 560

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

▲ 1487-L (2/72)

4H M R EDELSTEIN				3-6763	06	020373	125389346	010100	576	21615	
TER ER CTL GRP	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER		FED. ST. CITY	EXEMPTIONS	HOURLY RATE	RATE OF PAY	
EARNINGS AND TAXES FOR THIS PERIOD											
21615	21615	1264	21615	3724	841			3750			
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	NY.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES	
ALLOTMENTS YOU AUTHORIZED											
COM'L & GOVT. INS.	GRP. INS.	B.M.E.	215	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
YEAR TO DATE EARNINGS AND TAXES								VACATION/WAGE ADVANCE			
129840	129840	129840	22378	5056						15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED	NET AMT. PAID		



New York Telephone

01120 965

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-1 (2/72)

L T E R C T L G R P		NAME		3-6763	17	042173	125389346	010100	506	20240	
				PAYROLL CODE	NUMBER	DATE	S. NUMBER	FED. ST. CITY	HOURLY RATE	DATE OF PAY	
				EARNINGS AND TAXES FOR THIS PERIOD							
20826	20826	1218		20826	3558	793		4000			
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES	
ALLOTMENTS YOU AUTHORIZED											
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	215	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.	
YEAR TO DATE EARNINGS AND TAXES						VACATION/WAGE ADVANCE					
384445	384445	384445	66339	15051						15442	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED	NET AMT. PAID		



New York Telephone

01154 847

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-1 (2/73)

SEE REVERSE SIDE				(PLEASE DETACH AND RETAIN AS YOUR RECORD)									
TER R ER G R P R G P	NAME	3-6763	18	042873	125389346	010100		506	20240				
		NUMBER	DATE		FED.	ST.	CITY	HOURLY					
		PAYROLL CODE	PAY PERIOD										
EARNINGS AND TAXES FOR THIS PERIOD													
20240	20240	1184	20240	3435	151	4000							
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	PAPERS			
ALLOTMENTS YOU AUTHORIZED													
CONF'L. & C.R. 100%	215	11	10	OVER ALLOT.	SAVINGS	CONTRIBUTIONS	8/19	MONETARY CONTRIBUTION	TOTAL DAILY DIFF	MEAL FEE/REV			



New York Telephone

01154 847

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

4H	M R EDELSTEIN		3-6763	18	042873	125389346	010100		506	20240
TER	CTL	GRP.	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY	HOURLY RATE	RATE OF PAY
			EARNINGS AND TAXES FOR THIS PERIOD							
20240	20240	1184	20240	3435	137			4000		
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
			ALLOTMENTS YOU AUTHORIZED							
215										
CONF. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
			YEAR TO DATE EARNINGS AND TAXES				VACATION/WAGE ADVANCE			
404685	404685	404685	69774	15808						14649
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED		NET AMT. PAID



New York Telephone

01184 120

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

4H	M R EDELSTEIN		3-6763	19	050573	125389346	0101		576	21615
TER	CTL	GRP.	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY	HOURLY RATE	RATE OF PAY
			EARNINGS AND TAXES FOR THIS PERIOD							
21615	21615	1264	21615	3724	841			3750		
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
			ALLOTMENTS YOU AUTHORIZED							
215										
CONF. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
			YEAR TO DATE EARNINGS AND TAXES				VACATION/WAGE ADVANCE			
426300	426300	426300	73498	16649						15571
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED		NET AMT. PAID

1-9 Eve



New York Telephone

01214 016

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

4H	M R EDELSTEIN		3-6763	20	051273	125389346	0101		576	21615
TER	CTL	GRP.	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY	HOURLY RATE	RATE OF PAY
			EARNINGS AND TAXES FOR THIS PERIOD							
21615	21615	1264	21615	3724	841			3750		
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
			ALLOTMENTS YOU AUTHORIZED							
215										
CONF. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
			YEAR TO DATE EARNINGS AND TAXES				VACATION/WAGE ADVANCE			
447915	447915	447915	7722	17490						15571
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED		NET AMT. PAID

8/18

1-9 Eve



New York Telephone

01244 585

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

4H	M R EDELSTEIN	NAME	3-6763	21	051973	1253893460101	FED. ST. CITY	576	21615	HOURLY RATE	RATE OF PAY	
TE	CTL	GRP	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	EXEMPTIONS					
EARNINGS AND TAXES FOR THIS PERIOD				PAY PERIOD								
21615	21615	1264	21615	3724	841			3750				
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES		
ALLOTMENTS YOU AUTHORIZED												
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS		MONETARY ADJUSTMENT			
215												
YEAR TO DATE EARNINGS AND TAXES												
469530	469530	469530	80946	18331							15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED			NET AMT. PAID	

1-9 Eve



New York Telephone

01280 070

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

4H	M R EDELSTEIN	NAME	3-6763	22	052673	1253893460101	FED. ST. CITY	506	20240	HOURLY RATE	RATE OF PAY	
TE	CTL	GRP	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	EXEMPTIONS					
EARNINGS AND TAXES FOR				PAY PERIOD								
15192	16192	947	161									
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES		
ALLOTMENTS YOU AUTHORIZED												
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS		MONETARY ADJUSTMENT			
215												
YEAR TO DATE EARNINGS AND TAXES												
485722	485722	485722	83531	18872							11904	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED			NET AMT. PAID	



New York Telephone

01309 252

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

4H	M R EDELSTEIN	NAME	3-6763	23	060273	1253893460101	FED. ST. CITY	494	14950	HOURLY RATE	RATE OF PAY	
TE	CTL	GRP	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	EXEMPTIONS					
EARNINGS AND TAXES FOR THIS PERIOD				PAY PERIOD								
21615	21615	1264	21615	3724	841			4400				
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES		
ALLOTMENTS YOU AUTHORIZED												
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS		MONETARY ADJUSTMENT			
215												
YEAR TO DATE EARNINGS AND TAXES												
507337	507337	507337	87255	19713							15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED			NET AMT. PAID	

2 1/2 hours 1/2 day Sat 8-5 days

J 19



New York Telephone

01343 923

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

4H	M R EDELSTEIN	3-6763	24	060973	1253893460101				506	20240	
TER	CTL	GRP	NAME	PAYROLL CODE	NUMBER	DATE	FED.	ST.	CITY	HOURLY	
					PAY PERIOD		EXEMPTIONS			RATE	
			EARNINGS AND TAXES FOR THIS PERIOD								
20240	20240	1184	202								
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES	
ALLOTMENTS YOU AUTHORIZED											
			215								
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONUS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.	
YEAR TO DATE EARNINGS AND TAXES											
527577	527577	527577	90690	20470							
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED	NET AMT. PAID		
VACATION/WAGE ADVANCE											
(5 days off)											
01343 923											



New York Telephone

01372 941

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

4H	M R EDELSTEIN	3-6763	25	061673	1253893460101				491	19650
TER	CTL	GRP	NAME	PAYROLL CODE	NUMBER	DATE	FED.	ST.	CITY	HOURLY
					PAY PERIOD		EXEMPTIONS			RATE
7737	7737	453	7737	839	159					
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
ALLOTMENTS YOU AUTHORIZED										
			215							
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
YEAR TO DATE EARNINGS AND TAXES										
535314	535314	535314	91529	20629				049		
TOTAL WAGES	WAGE	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED	NET AMT. PAID	
VACATION/WAGE ADVANCE										
(5 days off)										
01372 941										

Worked 1. & 4th/5th Th-F-M-T-W Th

8-5 day



New York Telephone

01403 135

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ACCOUNTING MANAGER

A 1487-L (2/72)

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

4H	M R EDELSTEIN	3-6763	26	062373	1253893460101				506	20240
TER	CTL	GRP	NAME	PAYROLL CODE	NUMBER	DATE	FED.	ST.	CITY	HOURLY
					PAY PERIOD		EXEMPTIONS			RATE
12144	12144	710	121							
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
ALLOTMENTS YOU AUTHORIZED										
			215							
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
YEAR TO DATE EARNINGS AND TAXES										
547458	547458	547458	93264	20976						
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED	NET AMT. PAID	
VACATION/WAGE ADVANCE										
9137										

1120



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SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES
(PLEASE DETACH AND RETAIN AS YOUR RECORD)

01432 642 "N" Day

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

4H	M R EDELSTEIN		3-6763	27	063073	1253893460101			491	19650
TER	CTL	GRP.	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY
EARNINGS AND TAXES FOR THIS PERIOD										
39054	39054	2285		39054	8916	2372			7950	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
ALLOTMENTS YOU AUTHORIZED										
COM'L. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
586512	586512	586512	102180	23348					14465	11016
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INC'L IN NET	COLLECTED	YEAR TO DATE EARNINGS AND TAXES	
VACATION/WAGE ADVANCE										
586512	586512	586512	102180	23348					14465	11016
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INC'L IN NET	COLLECTED	NET AMT. PAID	

③ Overtime * Drewar 8-5 days



New York Telephone

01469 320

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES
(PLEASE DETACH AND RETAIN AS YOUR RECORD)PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

4H	M R EDELSTEIN		3-6763	28	070773	1253893460101			576	21615
TER	CTL	GRP.	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY
EARNINGS AND TAXES FOR THIS PERIOD										
21615	21615	1264		21615	3724	841			3750	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
ALLOTMENTS YOU AUTHORIZED										
COM'L. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
608127	608127	608127	105904	24189					15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INC'L IN NET	COLLECTED	YEAR TO DATE EARNINGS AND TAXES	
VACATION/WAGE ADVANCE										
608127	608127	608127	105904	24189					15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INC'L IN NET	COLLECTED	NET AMT. PAID	

1-9



New York Telephone

01499 190

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES
(PLEASE DETACH AND RETAIN AS YOUR RECORD)PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER
A 1487-L (2/72)

4H	M R EDELSTEIN		3-6763	29	071473	1253893460101			576	21615
TER	CTL	GRP.	NAME	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY
EARNINGS AND TAXES FOR THIS PERIOD										
21615	21615	1264		21615	3724	841			3750	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR	TRAVEL ALLOW.	FARES
ALLOTMENTS YOU AUTHORIZED										
COM'L. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT	TOTAL DAILY DIFF.	MEAL EQUIV.
629742	629742	629742	109628	25030					15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INC'L IN NET	COLLECTED	YEAR TO DATE EARNINGS AND TAXES	
VACATION/WAGE ADVANCE										
629742	629742	629742	109628	25030					15571	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INC'L IN NET	COLLECTED	NET AMT. PAID	

1-9

1921



New York Telephone

01530 335

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GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

L4H M R EDELSTEIN		3-6763	30 072473	1253893460101			010	23300
T E R N C T L G R P	210+10% Name: Rights 1-9	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY
			PAY PERIOD					
23100	23100	1351	23100	4065	933		3750	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR TRAVEL ALLOW. FARES
EARNINGS AND TAXES FOR THIS PERIOD								
23100	23100	1351	23100	4065	933		3750	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR TRAVEL ALLOW. FARES
ALLOTMENTS YOU AUTHORIZED								
215								
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT
YEAR TO DATE EARNINGS AND TAXES								
694842	694842	694842	122093	2E063				
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED
VACATION/WAGE ADVANCE								
16536								
NET AMT. PAID								

1-5pm M-F



New York Telephone

01560 400

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

L4H M R EDELSTEIN		3-6763	31 072873	1253893460101			541	21630
T E R N C T L G R P	210+10% Name: 15 for Sat (end day)	PAYROLL CODE	NUMBER	DATE	S. S. NUMBER	FED. ST. CITY EXEMPTIONS	HOURLY RATE	RATE OF PAY
			PAY PERIOD					
21630	21630	1265	21630	3727	842		4000	
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR TRAVEL ALLOW. FARES
ALLOTMENTS YOU AUTHORIZED								
225								
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT
YEAR TO DATE EARNINGS AND TAXES								
737472	737472	737472	130020	29955				
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED
VACATION/WAGE ADVANCE								
15571								
NET AMT. PAID								

8-5 day M-F - (Third day)



New York Telephone

01590 132

PREPARED BY
GENERAL DISBURSEMENT
ACCOUNTING MANAGER

A 1487-L (2/72)

SEE REVERSE SIDE

STATEMENT OF PAYROLL PAYMENTS, ALLOTMENTS AND TAXES

(PLEASE DETACH AND RETAIN AS YOUR RECORD)

L4H M R EDELSTEIN		3-6763	32 080473	1253893460101			525	21000
T E R N C T L G R P	525	525	31	525				
EARNINGS AND TAXES FOR THIS PERIOD								
525	525	31	525					
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	F.I.C.A.	N.Y.D. TAX	WAGES SUBJ. INC. TAX	FED. INCOME TAX	N.Y.S. INC. TAX	CITY TAX	HOURS PAID FOR TRAVEL ALLOW. FARES
ALLOTMENTS YOU AUTHORIZED								
225								
COMFL. & GOVT. INS.	GRP. INS.	B.M.E.	DUES	U.S. BONDS	OTHER ALLOT.	SAVINGS	CONTRIBUTIONS	MONETARY ADJUSTMENT
YEAR TO DATE EARNINGS AND TAXES								
770997	770997	770997	136620	31605				
TOTAL WAGES	WAGES SUBJ. F.I.C.A.	WAGES SUBJ. INC. TAX	FED. INC. TAX	N.Y.S. INC. TAX	CITY TAX	TO BE COLLECTED	INCL. IN NET	COLLECTED
VACATION/WAGE ADVANCE								
269								
NET AMT. PAID								

8-5 day Shift

922

H23

er Frameman was assigned to more than 2 "N" days in the nine weeks as shown below etc.

P-2698 7/61

WORK SC

FORCE FRAME

DIVISION

HOFSTRA UNIVERSITY

HEMPSTEAD, NEW YORK, 11553

EDELSTEIN MARK 332 STUDENT NO. 082370 07/19/73

732	3	R-TM	839	1049	100	PHLP3	1161	1	210.00
5232	3	R-TM	610	620	304	REVLT	1451	1	210.00
									20.00

$$X = \text{HCH}_2^+$$

SHEET NO. ____ OF ____ SHEETS

SCHEDULE

1-9

SUNDAY ASSIGNMENTS BEGINNING AUGUST 12, 1973.

DISTRICT

PAYROLL NUMBER

G STUDENT SUMMER II OF 1973: JULY 23 THROUGH AUGUST 23, 1973

RE: 157. THIS FLIGHT WAS NO CONFIDENTIAL. COLLECT 8 AM WORK SCHEDULES. 102-8 AM

12-8 AM

ICHU VACATION

VACATION

110

VACATION

VACATION

124 9-8

VACATION

11

11-186 9-6

VACATION

VACATION

APPLICATION

NORMAN D. STEVENS, M.D.

117-18 BOULEVARD
ROCKAWAY PARK, N.Y.

212 NEPTUNE 4-5808

806 CENTRAL AVENUE
WOODMERE, L.I., N.Y.

516-295-8456

October 25, 1974

TO WHOM IT MAY CONCERN:

Re: Mark Edelstein

Above mentioned patient was first seen by me on June 16, 1960 at which time patient stated he had surgery on his right eye, seven years prior (1953), to correct a weak muscle. When surgery was performed a tumor was found behind the globe in his right eye.

Examination revealed the following:

External -- marked weakness - paralysis of right lateral rectus.

Visual acuity: O.D. 20/50 -2 with 20/40
O.S. 20/20 -2 corr 29/20

Refraction -- mild hyperopia

Slit-lamp -- negative

Fundus -- negative

Worth 4-dot satisfactory for near and
questionable for distance

Patient was seen on January 21, 1965 and again on May 5, 1966. Examination both times revealed paresis of right lateral rectus.

Patient was last seen on February 2, 1970 at which time his vision was:

O.D. 20/60 #2 with 20/60 #3
O.S. 20/20 -1 corr 20/20

Fundus was negative and there was paresis of right lateral rectus.

Since truly yours,
Mark Edelstein

NORMAN D. STEVENS, M.D.P.C.

I 24

44 Marshall Avenue
Floral Park, N.Y. 11001
July 31, 1973

George J. Carmichael
Vice President--Personel
140 West Street
New York, New York

Dear Mr. Carmichael:

I feel that I have no other choice but to resign from the New York Tel [REDACTED] your office aware of the injustices that I have been subjected to during my employment. For over three years, I have attempted to work and attend college full time, but this has been impossible because of overlapping and rotating shifts.. I have tried to resolve these issues with my supervisor, Ernie Michel, regarding tuition refunds still due me from 1972, other employees willingness to give me out of hours work tours, and the possibility of another job that does work on a permanent shift. It is impossible to reason with my foreman or supervisor. I was given a choice of either quitting work or leaving school when my permanent work tour (for over a year) of 4 to 12 was changed in the middle of a semester. Consequently, I was forced to terminate my college education and I feel that I am now being forced to resign my position as frameman.

It is unfair that telephone policies are enforced selectively. To elaborate on this, a foreman is exceeding his authority when one of his workers is given special privileges on the job for not taking an upgrade. Namely, a permanent 4-12 shift whereby he can finish his job and leave the building at 7:00 P.M. I have also been a witness to overtime paid overtime to employees that was not worked. When I attempted to protest all this to my foreman and supervisor, I was given such jobs as picking up scrap wires; making labels; no coffee break; and pushing back wires at 8:00 A.M. that were run in by the 4-12 team the night before. When I asked to resolve these issues through a union representative, the only thing that I accomplished was getting suspended, etc. I intend to resign my job as frameman and ask your assistance in getting one of the positions described in the Equal Opportunities bulletin to which I have applied--Special Sales Representative.

If necessary I will back up any of the statements described in this letter. I would also appreciate if my tuition refunds from Summer I and Summer II of 1972 (\$210 and \$330) and my last pay check are forwarded to, 1862 Leonard Lane, Merrick, N.Y. 11566.

very truly yours,

Mark R. Edelstein
Mark R. Edelstein
125-38-9346

cc: Department of Labor
159 North Franklin Avenue
Hempstead, New York 11550

J 25

74C 439

DOCKET

WEINSTEIN, J.

TITLE OF CASE

MARK RICHARD EDELMAN

2750

NEW YORK TELEPHONE COMPANY and
C.W.A. LOCAL 1104

ATTORNEYS

For Plaintiff:

Mark Richard Edelstein
1862 Leonard Lane
Merrick, New York 11566
(516) 868-9645

For Defendant:

Cohn, Glickstein, Lurie &
Ostrin - 1370 Ave of Ameri
NY, NY 10019 757-4000

Deft N.Y. Tel: George E.
Ashley, 1095 Ave of the
Americas, N.Y., N.Y. 1003
395-0198

BASIS OF ACTION: CIVIL RIGHTS

JURY TRIAL CLAIMED

ON COMPLAINTS

ANSWER OF COUNSEL

RECEIPTS, REMARKS, ETC.

BEST COPY AVAILABLE

74C 439

EDELSTEIN vs. N.Y. TELEPHONE COMPANY, et al.

DATE	FILINGS PROCEEDINGS	AMOUNT REPORTED IN EMOLUMENT RETURNS
3-19-74	Complaint filed. Summons issued.	1 JS5
4/4/74	Summons retd and filed. Executed.	2
4-15-74	Notice of appearance of Nathan Edelstein for pltff, filed.	3
4-18-74	ANSWER filed.	4
4-18-74	Notice to take deposition of pltff filed.	5
4/18/74	Letter dated 4/15/74 filed from W. Witman to J. Weinstein filed.	6
4/18/74	By WEINSTEIN, J. - Order dated 4/17/74 filed extending time for the deft to answer the complaint to 4/22/74 (on doc. #6)	--
5/22/74	By WEINSTEIN, J. - Order dated 4/16/74 filed that all of the attys for the parties shall appear on 5/6/74 to dismiss the possibility of settlement, etc. filed.	7
5/22/74	Notice of Motion, ret. 5/6/74 filed re: for an order dismissing the complaint	8
5/22/74	Deft's Memorandum in Support of Motion to Dismiss the complaint for a lack of subject matter jurisdiction filed.	9
4/29/74	Letter of Nathan Edelstein to Judge Weinstein dtd 4/25/74 re: adjm't of conference filed.	10
4/29/74	By WEINSTEIN, J. - Order dtd 4/29/74 granting adm'ment to 7-10-74 filed on letter, document #10.	==
5/6/74	Before WEINSTEIN, J. - Case called. Motion for an order dismissing the complaint adjd to July 10, 1974	11
6-25-74	By WEINSTEIN, J. - Order dtd. 6-24-74 withdrawing N.Y. Telephone's motion to dismiss and extending time for N.Y. Telephone to answer to 6-28-74 filed.	12
6/28/74	Case called. N.Y. Telephone Co. filed.	13
7/1/74	Order dated 6/28/74 referred to Magistrate for discovery, supervision & settlement.	14
7/3/74	Order dated 7/1/74 filed from N. Edelstein to Mr. Faigen.	15
7/3/74	By WEINSTEIN, J. - Order dated 7/3/74 filed adjding the hearing to July 17, 1974 (Annexed to docket #14)	16
7/10/74	Before WEINSTEIN, J. - Case called. Adj. to 7/17/74	17
7-17-74	Before WEINSTEIN, J. - Case called. Motion to dismiss with- drawn, Case referred to Magistrate for discovery, supervision & settlement	18
7-17-74	Before SCHIFFMAN, U.S. MAG. - Case called. Conference held. Pre-trial schedule arranged between counsel. Case in abeyance until status check on 7-31-74	19

LAW OFFICES

CIVIL DOCKET NO. 74-1470 EDELSTEIN v. N.Y. TELEPHONE CO. & ANO.

DATE	FILINGS-PROceedINGS	CLERK'S FEES		AMOUNT RECORDED IN ENCLOSURE RETURNS
		PLAINTIFF	DEFENDANT	
9-18-74	Pltff's Motion to amend 1 complaint filed.			15
9/20/74	Pltff's Motion to amend 1 complaint filed. motion to amend to be settled-File and Memo Pltff's Motion to amend 1 complaint to be ready for trial on 10 days Pltff's Motion to amend 1 complaint to be addressed to the Court on 10/10/74			
10-1-74	Memorandum from Magistrate Schiffman dtd 9-25-74 filed.			16
10-1-74	By WEINSTEIN, J. - Order dtd 9-27-74 permitting pltff to amend complaint filed.			17
10-1-74	By WEINSTEIN, J. - Order dtd 9-27-74 permitting pltff to amend complaint filed.			18
10/17/74	Pltff's Amended Complaint filed.			19
10/17/74	Def. N.Y. Telephone Co.'s Amended Answer to Amended Complaint filed.			20
12-23-74	Letter from Nathan Edelstein dtd 12-18-74 filed.			21
12-23-74	By WEINSTEIN, J. - Order dtd 12-20-74 adjourning pre-trial con- ference to 1-22-75 at 10 A.M, filed on document #21.			--
1/22/75	Before WEINSTEIN, J.- Case called- Pre-trial conference held and concluded-Case adjd for further pre-trial conference to 4/22/75-Parties are to stipulate conceded facts and law and supply a statement of issues of law and fact-Defts completed discovery-Pltff's wish more time			
1-22-75	By WEINSTEIN, J.-Order dtd 1-22-75 that pltff be permitted to prosecute said proceedings to conclusion without pre- payment of fees etc. filed.			22
4/14/75	Notice of Motion, ret. 4/22/75 filed re: for an order striking pltff's demand for a trial byjury, etc.			23
4/14/75	Deft N.Y. Telephone Co.'s Brief in Support of Motion to Strike Pltff's Demand for Jury Trial filed.			24
4/14/75	Notice of Motion, ret. 4/22/75 filed re: for an order compelling the answer by the N.Y. Telephone Co. , etc.			25
4/14/75	Pltff's Memorandum in Support of Motion filed.			26
4-23-75	Before WEINSTEIN, J.-Case called. Pretrial conference held and concluded. Discovery motions referred to Magistrate. Case adjd without date.			
4-29-75	Affidavit of Nathan Edelstein and memorandum of law in opposition to motion to strike jury demand filed.			27/28
5-1-75	Report of Magistrate filed.			29

7-22-75 ACCOUNTS BY TELEPHONE

DATE	FILINGS-PROCEEDINGS	CLERK'S FEES		AMOUNT REPORTED IN EMOLUMENT RETURNS
		PLAINTIFF	DEFENDANT	
5-22-75	Letter of Nathan Edelstein filed.			20
5-22-75	Letter of Nathan Edelstein dtd 5-22-75 re motion to strike to be heard on 5-23-75. Motion to strike to be heard on 5-23-75 filed on document #30.			--
5-23-75	Letter of Nathan Edelstein to Judge Weinstein dtd 4-30-75 re motion to strike pltff's demand for jury, etc filed.			31
5-23-75	Before WEINSTEIN, J. - Order dtd 5-5-75 setting motion to strike pltff's demand for jury, etc filed on document #31.			--
5-23-75	Letter of Nathan Edelstein to Judge Weinstein dtd 5-1-75 re receipt of report of Mag. Schiffman filed.			32
5-14-75	Affidavit of Stephen L. Fine in support of motion to strike jury demand filed.			33
5-27-75	Before WEINSTEIN, J. - Case called. Motion to strike pltff's demand for jury, etc filed. Motion to strike pltff's demand for jury, etc filed. So ordered. Pltff's motion to strike jury demand filed. Trial set for 7-28-75.			
7-28-75	Before WEINSTEIN, J. - Case called. Trial ordered and begun (non-jury). Trial continued to 7-29-75 at 10 A.M.			
7-29-75	Before WEINSTEIN, J. - Case called. Trial resumed. Dfts' motions to dismiss complaint. Decision reserved. Trial continued to 7-30-75 at 9:30 A.M.			
7/31/75	Before WEINSTEIN, J. - Case called- Trial resumed- Dft Union rsts- Motion by deft Communications Workers of America AFL-CIO Local 1104 to dismiss the complaint is granted-Pltff's application for legal Uni Fees is denied-Court finds in favor of the deft-The complaint is dismissed-All counsel fees are denied-The court's findings of fact and conclusions of law read into record			
7/31/75	JUDGMENT OF DECISION BY THE COURT DATED 7/30/75 filed that the plff take nothing and the complaint be dismissed without costs. P.C. mailed to the attys.			34
8-13-75	By WEINSTEIN, J.-Order dtd 8-8-75 dismissing the case.			35
8-14-75	JUDGMENT dtd. 8-14-75 that pltff take nothing of the dfts and that the case is dismissed filed.			36
8/29/75	Notice of Appeal filed.			37
8/29/75	Duplicate of Notice of Appeal and Docket Entries mailed to the C. of A.			
11-25-75	Copy of letter dtd 11-14-75 to Arthur Froom from Harry Rapaport filed. (mg)			38
12-22-75	Acknowledgment rec'd from C of A re file. (mg)			39

Contd

CRIMINAL DOCKET 74-0-450 RAND RICHARD ALBERT ET AL. VS.

DATE	PROCEEDINGS	
	Stenographer's transcript dtd 7-27-75.	(40)
6-23-76	Stenographer's transcript dtd 7-30-75 filed.	(41)
7-16-76	Letter dtd 7-14-76 from Olga Valentine to Alan Heblack filed.	(42)
7-16-76	Above record certified and sent to the Court of Appeals to Olga Valentine's attention.	-----

CLOSED

United States District Court
FOR THE
EASTERN DISTRICT OF NEW YORK

CIVIL ACTION FILE NO.

MARK R. EDELSTEIN

74 C 439

vs.
NEW YORK TELEPHONE COMPANYU.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
JUL 31 1975

JUDGMENT

This action came on for trial (hearing) before the Court, Honorable Jack B. Weinstein, United States District Judge, presiding, and the issues having been duly tried (heard) and a decision having been duly rendered, and the Court having made and read its findings of fact and conclusions of law into the record, It is Ordered and Adjudged that the plaintiff take nothing and the complaint be dismissed without costs.

Dated at Brooklyn, New York, this 30th day
of July, 1975.

LEWIS ORGEL

Clerk of Court

By Ralph M. Semo
Courtroom Deputy Clerk

34

L31

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, NEW YORK

MARK EDELSTEIN

v.

NEW YORK TELEPHONE COMPANY
and C.W.A. LOCAL 1104

AUG 14 1975

TIME AM.....
P.M.....
JUDGMENT

74-C-439

An order of the Honorable Jack B. Weinstein, United States District Judge, having been filed on August 13, 1975, findings of fact and law having been rendered on the record, dismissing the case, it is

ORDERED and ADJUDGED that the plaintiff take nothing of the defendants and that the case is dismissed.

Dated: Brooklyn, N.Y.
August 14, 1975

LEWIS ORGEL
CLERK OF COURT

By Thomas B. Costello

THOMAS B. COSTELLO
CHIEF DEPUTY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

.....
MARK RICHARD EDELSSTEIN, PLAINTIFF

vs.

THE NEW YORK TELEPHONE COMPANY

and

C. S. A. LOCAL 1100, DEFENDANTS

NOTICE OF APPEAL

INDEX. NO. 740-439

7/13/74

TO THE CLERK OF THE COURT:

PLEASE TAKE NOTICE THAT THE PLAINTIFF, MARK RICHARD EDELSSTEIN, HEREBY APPEALS
FROM EACH AND EVERY PART OF A JUDGMENT OF THIS COURT ENTERED ON JULY 30, 1974, BY
THE HONORABLE JACK REINSTEIN.....(PLAINTIFF HAS SUBMITTED A "PALMER AFFIDAVIT" AND
AS SUCH IS NOT SUBJECT TO COSTS etc.).

Mark Richard Edelstein

MARK RICHARD EDELSSTEIN
1863 LEONARD LANE
MERRICK, NEW YORK
11566

M 33

MR. NATHAN EDELMAN: My reason for requesting Mr. Madden yesterday was for the corroboration which I find most necessary. We have been unable to serve him, as I have told the Court.

The Marshall refused and I have sent my own process server and now defendant says he is on vacation somewhere and I appreciate I can have him in as my witness or their witness, or whatever.

THE COURT: He is not available and I will not grant any further continuance. It's three days now and I don't think he is such a substantial witness. If I thought he was critical to your case, I would grant a continuance since this is a non-jury case. But there is nothing said here or I heard here which leads me to believe he is a critical witness to your case.

MR. NATHAN EDELMAN: Well, there are acts which can be corroborated which--

N/34

which can corroborate the plaintiff's rights.

THE COURT: I don't think it would corroborate anything critical to your case. It's all cumulative and peripheral.

MR. OSTRIN: I don't know if a motion would be in order at this time or after lunch.

THE COURT: I will hear your motion.

MR. OSTRIN: I would respectfully move the case be dismissed as against the plaintiff--as against the defendant Union for the very simple ground the Union was charged with unfair representation because of religious discrimination. This is the item which counsel in his issues, proposed issues of fact, raises as an issue. There is no issue of law. The plaintiff himself has conceded in his pretrial deposition that there was no discrimination because of religion against him by the Union.

And, therefore, the Union ought to be out of this case.

N35

THE COURT: I will hear you on that.

MR. NATHAN EDELSTEIN: Your Honor, all the documents which have been submitted charge the Union with the simple proposition that one of its members was being harassed by certain of the defendant Telephone Company's employees. These employees were part of the Union. As such the Union had a duty, a legal duty, a moral duty to see to it that this man got the proper grievance procedures because of their personal involvement, because of these very persons who caused the problems in the first place were the Union members to whom the grievances were taken. And it was one of the reasons the plaintiff could not get to the defendant Telephone Company to air the grievances.

There are sufficient elements in the record and all of the---

THE COURT: I will reserve decision on that motion.

N36

Do you want to make a motion on behalf of the Telephone Company?

MR. SCHEIDER: Yes.

I move to dismiss on behalf of the New York Telephone Company on the ground that the plaintiff has not made out a prima-facie case against the defendant; first, that he has failed to make a prima-facie case out.

And then I will refer to the specific acts, your Honor, when he claims that we failed to comply with the tuition refund. By his own admission he failed to comply with the Company policy of filing within thirty days and the undisputed testimony from the plaintiff in this case is that he was given tuition refunds which he was not entitled to, your Honor.

THE COURT: As to the tuition refunds, I rule that the plaintiff did receive more than he was technically entitled to.

The amounts involved approached a minimus

N37

quantity. But I don't believe he has shown by a preponderance of the evidence that there was any failure to comply with the tuition terms of the contract of employment.

And to that extent the motion is granted.

MR. NATHAN EDELSTEIN: Exception, your Honor.

MR. SCHIFFER: Now, the plaintiff is also claiming---

THE COURT: I find specifically that the number of applications were filed late. They were untimely and they could have been rejected in total.

In addition, he was paid additional amounts for having completed a course when in fact he didn't complete the course.

MR. NATHAN EDELSTEIN: Your Honor, I take exception and I would just want to add a word there.

Regardless of the fact that they paid

on prior occasions, which they had to, they did not pay this \$67.50. And that's a prima-facie case, your Honor.

THE COURT: I agree they didn't pay it, but I find on the basis of the documents and what we find, that he did not comply with the terms of the agreement. He did not get consent within the proper time. It's clear the company processed whatever claims he made very promptly.

The document shows that this was a late filing with respect to the community college.

MR. NATHAN PFEIFFER: Excuse me, your Honor.

MR. SCHIFFER: Now, with respect to the shifts, the plaintiff alleges in his complaint he was discriminated against presumably on the ground of his religion, since he was a male among males. And I don't think there is any section of sex discrimination in the shifts, but he was

164

discriminated against because the company assigned him to a night shift and didn't give him a choice of his choosing. And the contract says that the shifts will be rotated among employees.

THE COURT: I understand that.

I will reserve decision on that.

MR. SCHIFFER: The plaintiff also alleged he was discriminated against on his upgrade and transfer application. And I think the evidence is clear at this time, despite the long windedness of it, that plaintiff clearly thought two positions which he alleged in the past or which he was under the impression were female dominated positions.

Now, there is no claim he was discriminated against by being--by the failure to promote him to these positions. And I think the plaintiff has in effect admitted that both of those positions are not female

dominated and in his deposition and
for argument's read into the record, his
claim was directed specifically to the
female representative position, and
contrary to the plaintiff's assertion, and
I believe he admitted it on the stand,
is a position which is not a female
dominated position. And as a matter of
fact, there are more males in the position
than females.

THE COURT: I will reserve decision
on that.

What else?

MR. NATHAN FINESTEIN: May I be heard
on this?

THE COURT: No.

MR. NATHAN FINESTEIN: Okay.

MR. SCHIFFER: Well, at this point
I think the plaintiff's testimony, I
haven't cross-examined him on the issue of
suspension or the other issues---

THE COURT: It seems to me--do you

142

Are you waiting here?

MR. COHEN: Yes, he is.

THE COURT: We have two witnesses, on suggestion and they are both equally important. We have Fee and Molinski. There are two of them.

THE COURT: Let me hear Fee. He seems to be the critical witness.

MR. NATHAN RABINSTEIN: You want to do this now or after lunch?

THE COURT: After lunch.

I will see you at 2 o'clock.

Take a quick bite. I will see you at two.

Have a quick bite.

(luncheon recess.)

A F T E R - H O O N S E S S I O N

MR. COHEN: Before the witness begins, I assume we are going into the defendant's case now and Mr. Fee is going on.

HOA

I am a little rushed and I would like

to make a few more points, on the motion.

THE COURT: By all means.

So proceed.

MR. BOURGEOIS: On the motion, I would say the allegation in the complaint that the plaintiff was forced to resign is not only not a charge that was filed with the EEOC, it actually contradicts the charge filed with the EEOC in which there was no allegation he was assigned to this permanent latrine orderly or anything of the sort.

His letter of August 4th to Mr. Garrison and the letter of July 31st makes no allegation as to that. And I think it's clear what the plaintiff is saying there. He resigned because he couldn't get the hours and it interferes with his employment.

So on the face of those letters itself, the evidence is so incredible that the complaint on this allegation should be

NH

368
THE COURT: I will consider that on the question of admissibility.

THE COURT: I will consider that on the question of admissibility.

Motion denied.

MR. SCHAFFNER: And the final motion is on the court's findings.

The complaint contained an allegation that the plaintiff was given poor work ratings when he did excellent work. There is no evidence as to that whatsoever and there is no *prima-facie* case and therefore I move to dismiss on that ground.

THE COURT: That's not a separate cause of action and motion to dismiss is rejected.

MR. NATHAN GOODMAN: We have two issues here. All the other things which might come to that issue. The fact was he was discriminated against in his employment.

THE COURT: I ruled in your favor. I don't know why you're arguing to this

41A

MR. NATHAN EDELSTEIN: Right.

THE COURT: Witness, please rise.

MR. NATHAN EDELSTEIN: Mr. Karp, called as a witness, having been first duly sworn by the Court, was examined as follows:

THE COURT: You may sit down and give your full name to the reporter.

THE WITNESS: Edward Walter Kee.

MR. NATHAN EDELSTEIN: Yesterday there was some testimony as to a receipt of a letter, and I said I would get it. This is a sealed envelope and this is part of the evidence yesterday.

May I make this an exhibit for the plaintiff?

THE COURT: Yes.

MR. NATHAN EDELSTEIN: And there is also another letter which was sent to the Telephone Company dated August 14th, 1973, and there was some testimony as to and communications to Mr. Carmichael.

N#

MR. OSTRIN: That only--

MR. OSTRIN: No, I am not directing
it to you. I am directing it to the
plaintiff.

MR. NATHAN REDELBACH: Mr., there are
no rebuttal witnesses, your Honor.

THE COURT: Both sides rest in the
Union case?

MR. OSTRIN: Apparently both sides
rest, yes.

THE COURT: Make the motion, please.

MR. OSTRIN: I now renew the motion
as I made yesterday, that this action be
dismissed against the defendant Union, not
only on the grounds that I stated yesterday,
but there was no--by the plaintiff's
own admission that there was no discrimination
because of his religion. This is found
affirmed in his examination, in his
supplementary deposition.

In addition to that, with respect

to the other two defendants and with respect to the

5.
Collisions
514

objections, I submit that the weight **514**

of the evidence shows that he did not commit any grievances with respect to either of them which should be processed as grievances.

One instance of a grievance had to do with a grandmother incident. And in the words of Mr. Myers, he went about-- the Union went about as far as they could with that. They felt there was no merit to the grievance and didn't prosecute it any further.

And then, I submit, that that falls squarely in the provisions of Article 7, Article (phonetic spelling) which we cite in our brief.

The Union is not required to pursue any grievance which in its good faith judgment lacks merit.

I submit that the weight of the evidence shows that there were two suspensions impacting regularity of our wires back which were due to inattention to inattention.

N43

and the Union was well within its rights to prosecute those grievances, even to the extent of strike.

515

And I say on the basis of all the evidence as a matter of law all these matters should be dismissed, your Honor.

MR. NATHAN EDELMAN: I would like to conform the pleadings to the proof, your Honor.

THE COURT: Granted.

MR. NATHAN EDELMAN: Your Honor, the picture of a down trodden Union is far past that point. Today Unions are a powerful force. This is not 1910, 1911.

THE COURT: I understand that.

What does that have to do with the issues before us?

MR. NATHAN EDELMAN: Here we have a small little tiny member of a vast Union. In this particular case a Local of 1,000 people. He sought, he sought help. He was troubled by the Company

431

police. He sought help on things he didn't know about it. He never had a copy of the contract. He never had a copy of any of the regulations. He sought help. He went everywhere for it. The place he sought was his own home, his own brothers. They failed him, they soon-boondooned him, they nonchalantly, cavalierly threw the charges out. They weren't grievances according to them. They weren't important enough to that particular person, it wasn't important enough to the Union. Here was a boy, a young man's struggling desperately to go to school. He had no family background to support him as to money. He had to earn his own living.

I can recall I had to work two jobs to go to school. I didn't resent it. I had a job. I didn't know what we are doing today--

THE COURT: I understand that. Let's direct ourselves to the evidence in your

MR. NATHAN EDLSTROM: So when the Union comes in and says, in our opinion it's not sufficient to take a second step, they maliciously overrule any type of grievance he may have had.

They should treat him in the same manner he treats them, with the greatest respect. He went to them and they turned him down.

Now, I understand the loyalty bit of other members not wishing to testify against their own members. I can understand that. But isn't it the right thing for a Union representative, the vice-president and the chief steward, to see the trouble the man is in? That's what they are there for.

As I think it was the Union's responsibility to see to it that he got his major grievances and the attention brought to the company. It's not only pay or hours, it's conditions of work

which is important, too, in the Union contract.

And, therefore, we oppose a motion we find.

THE COURT: Motion granted. As a matter of fact, the Court finds that the only grievance that was brought to the Union's attention was the one involving the grandmother incident. And as to that the plaintiff had no case.

The Union went as far as it reasonably could and in good faith it declined to go any further.

With respect to tuition, the Union declined the plaintiff assistance, although it was not obligated to do so. And that assistance was successful.

In the case of providing for a gift that would assist the plaintiff in attending classes, the Union did assist the plaintiff and the Union stood ready to give further assistance which the plaintiff

N45

transfer to another plant.

519

Whatever the facts concerning the Telephone Company are, it does not seem to be there is any reason to find either in fact or law that the Union did not reasonably support this member.

I was impressed by the credibility of Mr. Myers and Mr. Molinski on these points. And I believe that they did try to help as much as they could.

I believe that there was bad feeling ultimately between Mr. Fee and the plaintiff, but it did not interfere with Fee's representation of the plaintiff in his legal functions. There is no basis for believing that the Union or any of its shop stewards or officials allowed any religious or sex prejudice to affect their decisions or actions in this case.

The application of the defendant Union for legal fees is denied.

There was a substantial issue of fact here before the case was fully tried.

459

The case was brought in good faith. It was fairly prosecuted by the plaintiff and defendant's counsel. And particularly in view of the difference in financial status of the plaintiff and defendant, I believe that it would not be computable with equitable considerations to assess the costs, including legal fees and attorney's fees against the plaintiff and in favor of the Union.

Is there anything else you wish me to sign at this time?

MR. OSTRIN: No, your Honor.

JUDGE: Thank you very much.

MR. NATHAN EDELSTEIN: Your Honor, in view against the remaining defendant, the plaintiff is asking for an--

JUDGE: We haven't heard their request. Unless you want to come in and have it in numbers, I would be glad to do so.

MR. NATHAN EDELSTEIN: Yes, I would be glad to.

520

No

(A recess is taken.)

521

MR. SCHIFFER: At the outset of the
trial in this case, your Honor, I would
like to read into the record the answer
to the Interrogatory by the plaintiff,
Interrogatory Number 7, and the Answer
is dated August the 29th, 19--

JUDGE COURT: Just hand it up. I will
read it.

MR. SCHIFFER: Excuse me?

JUDGE COURT: Hand it up. I will read

it.

Call your witness, please.

MR. SCHIFFER: Okay, Mr. Michel.

JUDGE COURT: Your Honor, I believe that
is all the preparation.

MR. SCHIFFER: Mr. Ernest Michel, called as a witness,
was then first duly sworn by the clerk of
the court, examined and testified as follows:

Q. Do you please state your full name,

MR. SCHIFFER: Ernest Michel, M-i-e-n-s-1

H6A

Would you accept that?

120

THE COURT: I think there is a
slight credibility issue here.

MR. EDELSTEIN: That would be
the Plaintiff's case.

THE COURT: Do both sides rest?

MR. EDELSTEIN: Yes.

MR. SCHIFF: Yes.

THE COURT: This is my findings
of the facts in law.

MR. EDELSTEIN: May I make a
request?

THE COURT: Yes.

MR. EDELSTEIN: The Plaintiff
feels that besides making out the
prima facie case that he has proved
the matters in the Complaint and,
therefore, asks for an order to restore
the Plaintiff to his original position
in the New York Telephone Company with
additional allowances for advancement
which the Defendant, the New York
Telephone Company denied advancement

N7

Telephone Company was denied because of
race or religion.

121

And, granting ...

Withdrawn.

Restoring the Plaintiff
to where he left off.

9
10 Plaintiff damages by the Defendant, the
11 New York Telephone Company, for all losses
12 and wages that were instrumented and
13 including damages, wages and title.

14
15 And, lastly, allowing
16 the Plaintiff any cost expenses, in
Court and attorneys' fees.

17 THE COURT request in all
18 respects must be denied.

19 The Court finds that
20 the Defendant did not take any action
21 against the Plaintiff because of any
22 religious or racial discrimination.

23 His application for
24 promotion was properly denied on the
basis of qualifications and because he
47A

He was on step five

122

In the Company policy and the Company policy was not to promote somebody in that position.

He was not compelled to resign, he resigned voluntarily.

Each one of his suspensions was for a good cause.

The evaluations of his work performed were made in good faith.

He was treated in the same way that a person of another religion or sex would have been treated under the same circumstances.

There was no discrimination of any kind in this case and, therefore, there is no basis for a judgment in favor of the Plaintiff.

The reasons already stated in connection with the denial of counsel fees, and costs to you, and other fees are denied to the Telephone

Mr

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Are there any other
claims or facts or law that the
Telephone Company wishes?

MR. SCHIFF: No, Your Honor.

THE COURT: Any that the Plaintiff
wishes?

MR. HEDGES: Not at this time,

Your Honor.

THE COURT: All right, that is the
end of the case.

The Clerk will enter
the case as a dismissal.

(At which time Court was
finished.)

(Time note 1 2:45 P.M.)

• * * *

481

Thursday Sept. 26, 1974 Daily News page 7c

If you'd like to install telephones, come see us.

Perhaps you're happiest when you're out and around, meeting people, working with your hands.

If you are, and you want to work in Manhattan, maybe you should be a telephone installer. It's interesting work... pays \$172.50 to start... and New York Telephone teaches you all you need to know.

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Manhattan: (ac) ~~Low~~ 332 Madison Avenue E 40s
148 West 125th Street

Bronx: 2532 Grand Concourse

Brooklyn: 101 Willoughby Street

① Special Sales Rep.

② installer

③ Any openings??

around a few consultants

 New York Telephone

An equal opportunity employer M/F

Sept 26



049

Here's a list of telephone jobs. Men and women are welcome to apply for any of them. Applicants will be considered for employment without regard to sex, race, age, religion, or national origin.

	Manhattan, Bronx, Brooklyn, Queens		Staten Island, Westchester, Rockland, Nassau, Suffolk	
	Start	Top	Start	Top
Representative	\$175.00	\$233.00	\$164.50	\$233.00
Operator	\$149.00	\$202.00	\$146.00	\$202.00
Coin Collector	\$177.50	\$243.00	\$173.00	\$243.00
C'rk and Typist	\$146.00	\$198.00	\$143.00	\$198.00
Stenographer	\$156.00	\$198.00	\$154.00	\$198.00
Installer	\$177.50	\$306.00	\$173.00	\$306.00
Frame Job	\$177.50	\$260.00	\$173.00	\$260.00
Splicer	\$177.50	\$309.50	\$173.00	\$309.50
Switching	\$177.50	\$309.50	\$173.00	\$309.50

Employees working in Manhattan, Bronx, Brooklyn and Queens are paid a city allowance of \$9.00 per week for time actually worked. This is in addition to the salaries listed above.

 **New York Telephone**

An Equal Opportunity Employer

WAGE ZONES 1 & 1S

<u>CRAFT</u>	<u>PRESENT RATE</u>	<u>RATE 7/18/74</u>	<u>RATE 8/3/75</u>	<u>RATE 8/5/76</u>	<u>Total Increase</u>
Switchman, Splicer, etc.	\$251	\$280	\$308.50	\$337	\$ 86.00
Inst. Repair Line, etc.	248	276.50	305	333	85.00
Senior Frameman	215	237.50	268	293.50	78.50
Frameman	210 73	232.50 74 *	260 75	284.50	74.50
Cable Placer	196	214	241.50	264.50	68.50
Splicer's Helper	185	200	222	243.50	58.50
App. Serviceman	169	183	203.50	233.50	54.50
<u>BLDG. & SUPPLIES GROUP</u>					
Elevator Rep. Watch Eng.	248	276.50	305	333	85.00
Sub-Foreman Garage	226	249.50	275.50	301	75.00
Bldg. Mechanic	221	244.50	276	301	80.00
<u>Garage Mechanic</u>	<u>221</u>	<u>244.50</u>	<u>270.50</u>	<u>296</u> 325 0	<u>75.00</u>
Chauffeur A	203	221.50	250	273.50	EVE 70.50
Chauffeur B	196	214	241.50	264.50	68.50
Chauffeur C	190	207	234	256	66.00
Storekeeper	199.50	218	254.50	278	78.50
Storeman	189	206	233	255	66.00
Sub-Foreman-Bldg.	175.50	189.50	211.00	231.00	55.50
Ele. Rep.-Watch Engr. Helper	173	187.50	208.00	228.50	55.50
Window Cleaner	171	185.00	205.50	225.50	54.50
Chauffeur Helper	169	183.00	203.50	233.50	54.50
Janitor	169	183.00	203.50	233.50	54.50
Garageman	169	183.00	203.50	233.50	54.50
Bldg. Mechanic's Helper	169	183.00	203.50	233.50	54.50
Bldg. Serviceman	165.50	178.50	198.00	217.50	52.00
Elevator Starter	154				
Elevator Operator	150				
Bldg. Service Att. (40 hrs.)	139.50	150.50	168.00	185.00	46.50
Bldg. Service Att. (35 hrs.)	133.50	143.00	159.50	175.50	42.00

NOTE: 1975 and 1976 rates assume a 9% and 8% rise in the cost of living. Most leading economists now contend that the rise will be more than 9%. If so, the rates quoted above will increase accordingly since we won full cost of living protection.

City Allowance is not included.

THE UNIVERSITY OF THE STATE OF NEW YORK
REGENTS EXTERNAL DEGREE
99 WASHINGTON AVENUE
ALBANY, NEW YORK 12210

OFFICE OF ASSESSMENT AND TESTING
518 474-0982

Summer 1974

Dear Candidate:

The Regents External Degree Program has received an official copy of your transcript(s) and has made an evaluation, as indicated on the enclosed Status Report.

The courses and/or proficiency examinations for which you have been granted credit are listed on the enclosed form. The Bachelor of Science degree requires a minimum of 120 semester hours of which 60 must be in the arts and sciences, with 60 semester hours as free electives. The 60 semester hours in arts and sciences must be distributed in the humanities, social sciences, and natural sciences/mathematics, with a minimum of 6 semester hours in any one of these areas and 9 in each of the remaining two areas. The 60 semester hours of free electives can be earned in any field of collegiate study including the humanities, social sciences, and natural sciences/mathematics.

In addition to the total semester hour and distribution requirements, there is also a course level requirement. Of the 60 semester hours which must be earned in the arts and sciences, a minimum of 30 must be at the "beyond elementary level." A minimum of 12 semester hours of these 30 in the arts and sciences must be earned at the "advanced level." In addition, a minimum of 15 more semester hours in either the arts and sciences or free electives, must also be earned at the "beyond elementary level."

Additional evaluations will be conducted as official copies of your transcripts are received. Courses and/or proficiency examinations which qualify for credit will be added to the list of previously accepted courses and/or examinations as indicated on your Status Report. A copy of your revised Status Report will be forwarded as soon as possible after each evaluation is conducted.

You are encouraged to consult the set of degree requirements for the program in which you are currently enrolled before registering for additional courses and/or proficiency examinations in order that you may effectively complete the remaining requirements. Please do not hesitate to contact us directly if we can be of additional assistance.

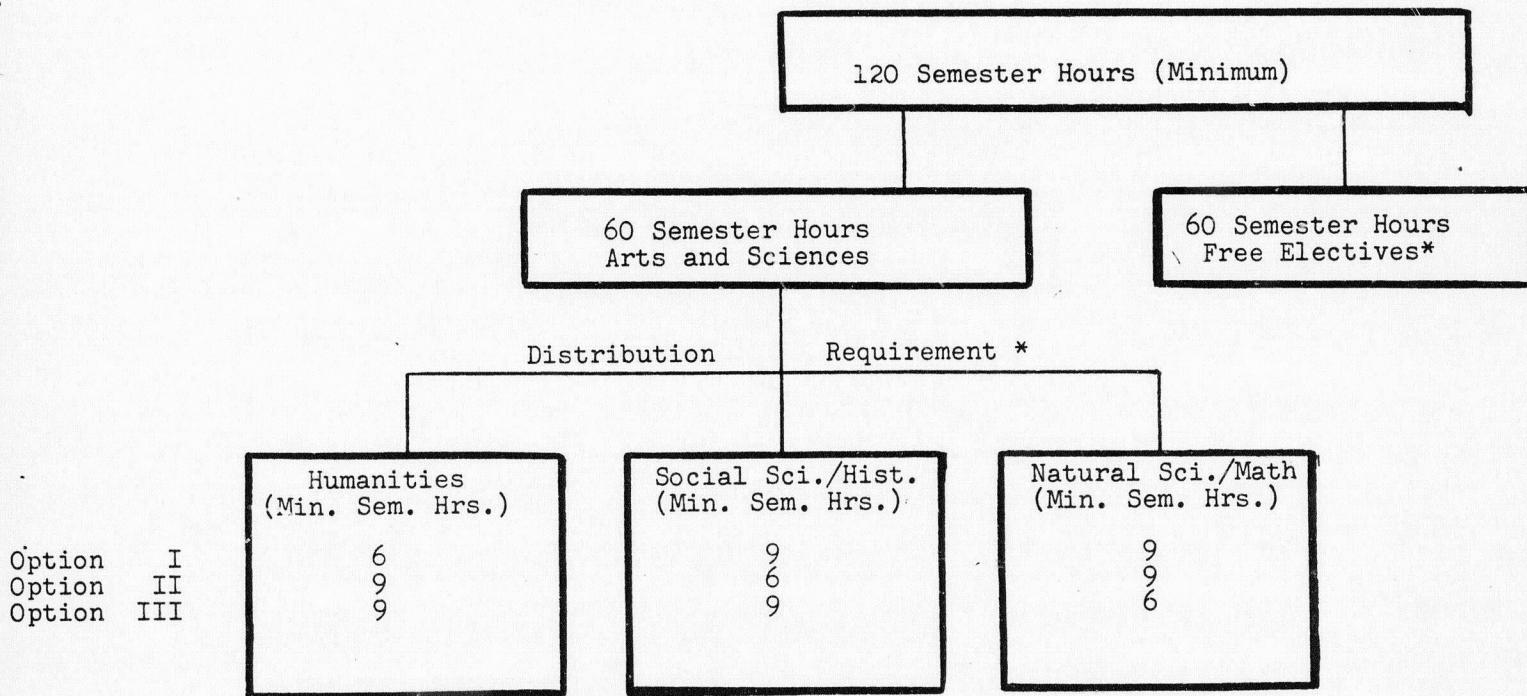
Sincerely,

Robert R. Anstett

Robert R. Anstett
Registrar
Regents External Degree

P52

TABLE I



*A minimum of 45 Semester Hours must be beyond the elementary level; of these at least 30 must be in the arts and sciences, and the remaining 15 may be in any elective area. In addition, a minimum of 12 Semester Hours must be at the advanced level.

MAY 2 1975

REGENTS EXTERNAL DEGREE STATUS REPORT

Bachelor of Science

Mr. Mark K. Edelstein
135 Nassau Blvd.
Garden City, NY 11530

Title

CREDIT DISTRIBUTION				
	Grade	Humanities	Social Science/ History	Natural Science/ Mathematics
				Electives
1966-70: ACADEMY OF AERONAUTICS				
BC 10: Fundamentals of Chemistry	C	3	1	
BM 10: Mathematics I	B	3	5	
BM 20: Mathematics II	D	3	5	
BP 10: Physics I	C	3	5.5	
BP 20: Physics II	C	3	4.5	
DD 10: Engineering Drawing I	C	3		4.5
DD 20: Engineering Drawing II	C	3		4.5
HE 10: English I	B	3		
HE 20: English II	B	3		
HH 30: Western Civilization I	D		3	
HH 40: Western Civilization II	A		3	
HS 50: General Sociology	D		3	
AP 20: Theory of Internal Combustion Engines	C			3
DA 10: Aerospace Technology Survey	C			1
* AC 31: Aircraft Manufacturing Processes & Repair	C			5
AE 32: Aircraft Electricity & Electronics Systems I	C			4
AH 30: Hydraulics & Fluid Mechanics	C			3
* AM 30: Aircraft Materials & Metallurgical Processes	C			5
AF 40: Fuel Systems & Carburetion	D			4
* AP 43: Modern Powerplants & Accessories I	D			5
1970-72: NASSAU COMMUNITY COLLEGE				
SPE 101: Oral Communication	B+	3		
BUS 112: Organization & Management	C+			3
ART 115: Basic Painting	B	3		
BUS 103: Business Law I	B			3
ECO 207: Principles of Economics I	B			

Breakdown of credit levels for examinations labelled "E" above:

Graduate Record Achievement Examinations (GRE)

12 credits elementary
12 credits above elementary
15 credits advanced

Total: 39

Undergraduate Program Field Tests (UP)

12 credits elementary
12 credits above elementary
6 credits advanced

Total: 30

P54

RED Examinations in Foreign Languages

6 credits elementary
9 credits above elementary
9 credits advanced

EDELSTEIN MARK R. 125-38-9343
1862 LEONARD LA
MERRICK NY 11566

GARDEN CITY NEW YORK 1153

HIGH SCHOOL ATTENDED	GRADE DATE	AREA OF CONCENTRATION	STATUS	BIRTH DATE	ENTERED
S H CALINCUN		6/66 BUSINESS ADMIN	FATRIC	1/02/47	6/70
DEP'T.	NO.	COURSE DESCRIPTION	CR. HRS.	COL. HRS.	CREDIT
ADV.	CR	AERONAUTICS			
ENG.	101	CEMET. 1			
ENG.	102	CEMET. 2			
ENS.	103	GRAD. 1			
ENS.	104	GRAD. 2			
MAT.	105	ALG. 1			
MAT.	106	ALG. 2			
PHY.	101	GEN. PHYS.			
PHY.	102	GEN. PHYS. 2	6/66		
SPE.	101	CRA. COMP.			
		7/70 SEM. AVG. 3.50			
BUS.	112	ORG + MGT.			
		8/70 SEM. AVG. 2.50			
ART.	115	DIS. PAINT.			
		11/70 SEM. AVG. 3.50			
BUS. - E	201	PRIN. ACCTG.			
BUS. - E	203	BUS. LAW			
BUS. - E	207	PRIM. MGT.			
		6/72 SEM. AVG. 3.50			
GEN.	470	45.00/315	4.50		

SPE 101: Oral Communication *B+* 3 cr.

Principles, conventions, and practices of oral communication through group and individual exercises such as role playing, interviewing, impromptu and extemporaneous speaking, discussing, conversing and non-verbal communicating.

BUS 112: Business Organization *C+* and Management 3 cr.

The economic reasons for the different forms of business organization, the relations of the various forms of organization to our free enterprise economy. Introduction to classical and modern management principles. Application of management principles to such problems as financing, pricing, internal organization, personnel management, risk bearing, and reorganization through study of case problems.

ART 115: Basic Painting *B* 3 cr.

Painting mediums and techniques; stress on development of a personal style.

BUS 103: Business Law *C* 3 cr.

The fundamentals of legal liability, of the growth of our legal institutions, and of Federal and New York court systems. The principles of the law of contracts, agency and employment, and commercial paper.

ECC 207: Principles of Economics *C* 3 cr.

Basic principles, organization of business, institutions of money and credit, problems of national income and employment, application of monetary and fiscal policy to the maintenance of full employment, outline of the principles of international trade.

Date: April 13, 1972

Dear Student:

Your final grade for your Independent Study course, Bus. 103
was B.

Your final mark for the above course has been forwarded to the Office of the Registrar and a transcript will be forthcoming from that office at the end of the semester.

Date: May 16, 1972

Dear Student:

Your final grade for your Independent Study course, Eco. 207
was B.

Your final mark for the above course has been forwarded to the Office of the Registrar and a transcript will be forthcoming from that office at the end of the semester.

Any inquiries regarding your transcript should be directed to the Registrar's Office.

INDEPENDENT STUDY PROGRAM
H. A. Smith, -Administrative Officer

155

REGENTS EXTERNAL DEGREE STATUS REPORT

SSN: 125-38-9346

Bachelor of Science

Mark R. Edelstein
 1862 Leonard Lane
 Merrick, New York 11566

CREDIT DISTRIBUTION

Title	Grade	Humanities	Social Science/ History	Natural Science/ Mathematics	Electives		
1966-70 ACADEMY OF AERONAUTICS							
BC 10: Fundamentals of Chemistry	C			1			
BM 10: Mathematics I	B			5			
BP 10: Physics I	C			5.5			
BP 20: Physics II	C			4.5			
DD 10: Engineering Drawing I	C				4.5		
DD 20: Engineering Drawing II	B	3			4.5		
HE 10: English I	B	3					
HE 20: English II	A		3				
HH 40: Western Civilization II	C						
AP 20: Theory of Internal Combustion Engines	C			3			
DA 10: Aerospace Technology Survey	C			1			
*AC 31: Aircraft Manufacturing Processes & Repair	C			5			
*AE 32: Aircraft Electricity & Electronics Systems I	C			4			
AH 30: Hydraulics & Fluid Mechanics	C			3			
*AM 30: Aircraft Materials & Metallurgical Processes	C			5			
1970-72 NASSAU COMMUNITY COLLEGE							
SPE 101: Oral Communication	B	3					
BUS 112: Organization & Management	C				3		
ART 115: Basic Painting	B	3					
BUS 103: Business Law I	B				3		
ECO 207: Principles of Economics I	B		3				
1972-73 HOFSTRA UNIVERSITY							
Psc 4: American Political Ideas & Institutions	P			3			
Phil 9: Ethics	B	3					
Phil 6: Theories of Man	C	3					
AH 4: Introduction to Art History	A	3					
Soc 1: Introduction to Sociology	P			3			
Psy 1: Introduction to Psychology	P			3			
Phil 4: Soc & Political Philosophy	C	3					
AH 3: Introduction to Art History	A	3					
Hum 2: Introduction to the Arts	B	3					
FA 41: Color & Design	A	3					
@Phil 154: Seminar-Problems of Philosophy	P	3					
Soc E7: Crime & Delinquency	B			3			
@AH 119: 19th Century Painting - Europe	A	3					
@AH 125: Arts of Russia	A	3					
Evaluation No. 4			Total Hours: 118	48	18	16	36
Evaluation No. 5			Total Hours: _____	_____	_____	_____	_____
Evaluation No. 6			Total Hours: _____	_____	_____	_____	_____
Evaluation No. 7			Total Hours: _____	_____	_____	_____	_____
Evaluation No. 8			Total Hours: _____	_____	_____	_____	_____
Evaluation No. 9			Total Hours: _____	_____	_____	_____	_____

47691 GPA No. 4: 2.68

* - Beyond Elementary Level Courses; @ - Advanced Level Courses

P56

REGENTS EXTERNAL DEGREE STATUS REPORT

Bachelor of Science

Page 2

Mark R. Edelstein
1862 Leonard Lane
Merrick N.Y. 11566

Title
1975 REGENTS EXTERNAL DEGREE SPECIAL ASSESSMENT
***Intermediate Painting**

CREDIT DISTRIBUTION					
Grade	Humanities	Social Science/ History	Natural Science/ Mathematics	Electives	
P	6				
<p style="text-align: center;">Title</p> <p>1975 REGENTS EXTERNAL DEGREE SPECIAL ASSESSMENT</p> <p>*Intermediate Painting</p>					
P57					
Evaluation No. 1		Total Hours: _____			
Evaluation No. 2		Total Hours: _____			
Evaluation No. 3		Total Hours: _____			
Evaluation No. 4		Total Hours: _____			
Evaluation No. 5		Total Hours: _____			
Evaluation No. 6		Total Hours: _____			

* - Beyond Elementary Level Courses; @ - Advanced Level Courses

43691

ADELPHI UNIVERSITY GARDEN CITY, N.Y. 11530

OFFICE OF THE UNIVERSITY REGISTRAR

SUMMER 4-26 '75

STUDENT
THIS IS
NOT AN
OFFICIAL
TRANSCRIPT

HOLD FOR
FUTURE
REFERENCE

1-00	180	180	560	3667	180	180	560	3667
GRAD. DATE	OTHER CRS. #	CREDITS ATTEMPTED	CREDITS EARNED	QUALITY POINTS	OTHER CRS. #	CREDITS ATTEMPTED	CREDITS EARNED	QUALITY POINTS
UNDERGRADUATE CURRENT SEMESTER								

STUDENT
MARK R. EDELSTEIN
1862 LEONARD LA
MERRICK NY 11566

SS. NO. 125 38 9346

MAJOR ABL

*-NOT INCLUDED IN QUALITY POINTS OR AVERAGE
U-UNDERGRADUATE CREDIT
G-GRADUATE CREDIT

ADELPHI UNIVERSITY GARDEN CITY, N.Y. 11530

OFFICE OF THE UNIVERSITY REGISTRAR

FALL '75

STUDENT
THIS IS
NOT AN
OFFICIAL
TRANSCRIPT

HOLD FOR
FUTURE
REFERENCE

1-00	120	120	480	4000	300	300	1140	3300
GRAD. DATE	OTHER CRS. #	CREDITS ATTEMPTED	CREDITS EARNED	QUALITY POINTS	OTHER CRS. #	CREDITS ATTEMPTED	CREDITS EARNED	QUALITY POINTS
UNDERGRADUATE CURRENT SEMESTER								

STUDENT
MARK R. EDELSTEIN
1862 LEONARD LA
MERRICK NY 11566

SS. NO. 125 38 9346

MAJOR ABL

*-NOT INCLUDED IN QUALITY POINTS OR AVERAGE
U-UNDERGRADUATE CREDIT
G-GRADUATE CREDIT

ADELPHI UNIVERSITY GARDEN CITY, N.Y. 11530

OFFICE OF THE UNIVERSITY REGISTRAR

SPRING '76

STUDENT
THIS IS
NOT AN
OFFICIAL
TRANSCRIPT

HOLD FOR
FUTURE
REFERENCE

1-00	60	60	120	240	4000	60	360	420	1340	3433
GRAD. DATE	OTHER CRS. #	CREDITS ATTEMPTED	CREDITS EARNED	QUALITY POINTS	OTHER CRS. #	CREDITS ATTEMPTED	CREDITS EARNED	QUALITY POINTS	OTHER CRS. #	QUAL. PTS. AVERAGE
UNDERGRADUATE CURRENT SEMESTER										

STUDENT
MARK R. EDELSTEIN
1862 LEONARD LA
MERRICK NY 11566

SS. NO. 125 38 9346

MAJOR ABL

*-NOT INCLUDED IN QUALITY POINTS OR AVERAGE
U-UNDERGRADUATE CREDIT
G-GRADUATE CREDIT

P58

(page 71.)

FIFTEENTH STATEMENT: SEPTEMBER.

This is a suit in equity authorized and instituted pursuant to Title VII. of the Act known as THE CIVIL RIGHTS ACT OF 1964, 42 USC, Section 2000e et seq., incorporated into the EQUAL OPPORTUNITY ACT OF 1972 providing for injunction and other relief against religious and sexual discrimination in employment (and) providing that it shall be unlawful to fail to hire or discharge an employee because of sex or religion; (or) to limit, segregate, or classify an employee position (or) to deprive an employee of employment opportunity solely because of sex and or religion. And employers and or Labor Unions may not cause or attempt to influence employees by unfair ~~EMPLOYING~~ labor practices.

The Plaintiff-Appellant feels he has presented a prima facie case, and that he has proved the matters in the complaint. Slurs and remarks against his religion were corroborated by the testimony of Stanley Molinski (and) Jerry Fee corroborated the locker incident and wine tying incidents. The Defendants' witnesses also corroborate that the Plaintiff-Appellant was assigned to permanent speaker assignment (and) this is clearly an issue of segregating or classifying within a job.

Furthermore, the Defendant Telephone Company conceded that prior to late November of 1972 the Representative positions were assigned to women only. And these positions were assigned to permanent day shifts which would have enabled the Plaintiff-Appellant to attend college full time evenings so that he could be considered in the future for a management position with the Defendant Telephone Company. Several of the witnesses corroborated that the Plaintiff-Appellant was assigned permanent shifts so that he could attend college full time during the day at Missouri University during 1972 & 1973. And the Plaintiff-Appellant has shown that these shifts were in lieu of transfer or advancement to other positions dominated by women only prior to 1973. And he has also proved that he was occasionally assigned to work overtime on that shift -- as corroborated by Mr. Fee's testimony. And the Plaintiff-Appellant's pay records submitted as a Company Exhibit will corroborate that the Plaintiff-Appellant did not receive payment for these overtime assignments -- And the Plaintiff-Appellant believes this was one of the many "Pressure Manipulations" by the Defendant Telephone Company to force his resignation because of his religion.

When the Defendant Telephone Company changed the Plaintiff-Appellant's shift in the middle of the Spring Semester 1973, the Plaintiff-Appellant asked the A.C.L.U. for assistance (and) the Telephone Company conceded that the shift change was a breach of contract, and refunded the full cost of the tuition for the course the Plaintiff-Appellant was forced to drop. Also, following the change in shift the Plaintiff-Appellant's Supervisor, Mr. Michel, who had directed the Plaintiff-Appellant's new foreman to change the shift, told the Plaintiff-Appellant to "GO TO SCHOOL OR PUT THE JOB," No matter how much college he completed he would not advance because of his "Jewishness,"

(page 72.)

FIFTEENTH STATEMENT: SETTLEMENT.

The Plaintiff-Appellant was taking three courses during the Spring Semester of 1973 (and) did not have to quit school or the job because two of his professors allowed him to submit "Independent Study." When the Plaintiff-Appellant did not resign as Mr. Michel advised him to do, he was assigned to work Saturday "N" days ~~14~~ for every week he was scheduled to work days, (and) this is corroborated by the Plaintiff-Appellant's pay records indicating a premium pay of \$5.90 (or) 15% per one day. etc. The Plaintiff-Appellant had a grievance on this issue on June 27, 1973, but only a few of the issues presented to the Union in the Plaintiff-Appellant "Summary Grievance" were discussed at this grievance. The other issues were referred back to the Union for a "Step Two Grievance" but were never processed.

The Plaintiff-Appellant presented numerous upgrade or transfer applications to Mr. Michel who personally rejected each and every application, did not submit the applications to the upgrade and transfer committee, and conceded in his testimony that he did not review these applications with the Plaintiff-Appellant. The Plaintiff-Appellant feels he was arbitrarily and capriciously denied advancement or transfer by being put on "Step 5" of the Company's Absence Control Plan by Mr. Michel. However, the Plaintiff Appellant was put on steps in 1972 (and) almost all the alleged absences were from headaches and dizzy spells, and medically excused prior to the strike in a "Final Warning Grievance" when the Company tried to fire the Plaintiff-Appellant for alleged absences. The Plaintiff-Appellant had only about two absences in 1972 & 1973, (and) these absences were caused when the Plaintiff-Appellant's second pair of prescription safety glasses were broken during the Spring '73 wire tying incident. The only other issue regarding any absence was when the Plaintiff-Appellant was not physically able to run in cross connections to the Balcony level of the Frame because he was having headaches and dizzy spells at that time, and feared that he might fall and injure himself (or) otherwise cause damage to his health or physical well-being --- And both the foremen (and) Mr. Michel corroborated that they saw the Plaintiff-Appellant unconscious on his back --- even though they preferred to document those incidents as "sleeping" to protect the other framers and or shop stewards (and) a foreman who played a part in the wire incidents and or locker incident.

Q60

PIFTEENTH STATEMENT: APPPELLANT (continued).

The Defendant Telephone Company was aware of the Plaintiff-Appellant prior eye operation when he was first hired in the beginning of February of 1970 -- And this is corroborated by the Defendant's Exhibit indicating a medical examination by Telephone Company doctors on or about February 1 of 1970 (and) circumstantially because the Plaintiff-Appellant was hired as a Nassau County Lineman, but could not climb telephone poles because of his prior eye operation limiting his range of vision. The Defendant Telephone Company was also made aware of the fact that the Plaintiff-Appellant must wear only prescription safety glasses for work requiring safety glasses. And the Plaintiff-Appellant also explained to management how his glasses had become either lost or damaged in 1970, 1971, and 1973. The Plaintiff-Appellant alleges that on several occasions during 1970-73 he was forced to wear "plain glasses" (and) those glasses caused him to have headaches and dizzy spells, and during the time period 1970-71 remain out of work for about 10 days because he was not able to leave his bed without falling on the floor. In 1971 there was a grievance when the Company first tried to fire the Plaintiff-Appellant, and the Plaintiff-Appellant was given a pair of motor cycle goggles to wear and taken off steps. The Plaintiff-Appellant was given prescription glasses, but these glasses were damaged or broken during the Spring of 1971 and on or about the Spring of 1973 when other Union members tied him with wire. The Defendant Union denied the Plaintiff-Appellant grievance representation on the issue of safety glasses and medically caused absence because (as is corroborated by Stanley Nolinski) the Plaintiff-Appellant was not allowed to present any grievances against other Union members. The Plaintiff-Appellant also phoned Pat Myers, Vice President of C.W.A. Local 1104, and visited Mr. Myers at least two times, but none of his grievances were appealed to Second Step (and) most were denied by Nolinski and Fee at the first step -- including the issues outlined by the Plaintiff-Appellant in his summary grievance.

Furthermore, the Plaintiff-Appellant has no absences other than those caused by the Defendant Telephone Company's failure to provide him with safe place to work and / or PRESCRIPTION SAFETY GLASSES; which Mr. Michel knew the Plaintiff-Appellant needed to safely and properly perform his job duties -- And any headaches or dizzy spells or absence or suspension caused by the Defendant Telephone Company's failure to provide proper prescription safety glasses (or) the Union's failure to represent the Plaintiff-Appellant regarding this issue MUST BE MEDICALLY EXCUSED Absent AND therefore the Step 3 Documentation is ~~deliberate~~ ~~deliberate~~ falsification.

(page 74.)

The Plaintiff-Appellant Pro. Se has presented his case showing acts of discrimination because of his religion and/or sex, and "Pressure Manipulations," within the 180 day statutory period prior to filing his complaint with EEOC (and) as discriminatory events, conduct, or discriminatory behavior prior to this statutory period, and only presented as a foundation to build on showing a course of conduct by the Defendants. The Plaintiff-Appellant believes he has presented a prima facie case, and asks the Court to order a mandatory injunction as the only means for securing adequate relief, and in addition to the actual damages lost by the Plaintiff-Appellant because of the illegal acts of the Defendants, the Plaintiff-Appellant has suffered irreparable injury from Defendant Telephone Company's policy, practice, custom, usage, and classifications of "male" and "female" positions (and) discriminating against qualified persons just as the Plaintiff-Appellant with respect to sex and/or religion, and from the discriminatory results of such actions — therefore, the Plaintiff-Appellant respectfully prays:

A.) That the Defendant New York Telephone Company be directed and ordered to restore the Plaintiff-Appellant to his proper position in the Company with due respect to the dividends he should have received had he remained there, (and) it be prohibited enjoined from continuing or maintaining its policy, practice, or custom or cause of carrying, hiding, withholding communications, limiting, or otherwise interfering with the rights of the Plaintiff-Appellant to employment opportunities with the Defendant New York Telephone Company, (and) that no future employment be solely on the basis of MRHP — other than sex or religion.

B.) That the Plaintiff-Appellant be granted damages from the Defendant New York Telephone Company for violations under the CIVIL RIGHTS ACT OF 1964, 42 USC, Section 2000d et seq., for the cause of religious prejudices (and) "Pressure Manipulations" practice I against the Plaintiff-Appellant because of his sex and/or religion, and leading up to his forced resignation on or about July 30, 1971, and that the Defendant N.Y. Telephone 1104 be ordered to pay damages for their failure to provide the Plaintiff-Appellant with the proper representation required to control the harassment and discrimination against the Plaintiff-Appellant by management and/or his fellow Union ~~members~~ members, and that the Defendant Union be selected and ordered to restore the Plaintiff-Appellant to active membership without penalty. Q62.

(page 75.)

C.) That a permanent injunction be issued enjoining the Defendant Union from permitting other members of the Union and or the Company from improperly or illegally making discriminatory ratings and or any other improper determinations against the Plaintiff-Appellant based on religious reasons rather than on merit.

D.) That the Court award the Plaintiff-Appellant ALL losses in wages he suffered including back pay with interest, estimated overtime wages, and ALL other benefits the Plaintiff-Appellant would have received had ~~he not been excluded from the employment of the Defendant New York Telephone Company because of his sex and or religion.~~ Furthermore, the Plaintiff-Appellant is also seeking damages for any loss of advancement in rank, title, and wages; And that the Court equate the loss of the Plaintiff-Appellant's being forced to remain out of school to the loss of future income suffered by the Plaintiff-Appellant by not being able to complete his education towards an MBA Degree and or Law Degree until he is reinstated with the Defendant New York Telephone Company -- because he is dependent on his income to pay for college; And he has had NO income since he was forced to terminate his career with the Defendant Telephone Company.

E.) That there be allowed to the Plaintiff-Appellant his costs including \$1014.00 spent to purchase the Federal Eastern District Court Trial Transcript (and) reasonable attorneys fees for counsel who represented the Plaintiff-Appellant from about April 15, 1974 until July 30, 1975; And any other relief that may appear to the Court equitable and just.

PRECEDENT CASES:

1.) Steele vs. The Louisville and Nashville Railroad:

In 1944 the Courts ruled that "the Unions are required to represent ALL its members in the unit fairly -- as was decided in the pre-history to Equal Employment Opportunity Law -- And since Steele, any worker unfairly represented by the Union responsible for bargaining for him ~~may~~ has the right of action in the Courts.

2.) In the case of Lorena Weeks vs. The New York Telephone Company, it was established that there existed sex segregation of "male" and "female" positions and Ms. Weeks received THE JOB, BACK PAY, OVERTIME, PLUS INTEREST (The Plaintiff-Appellant is not an Attorney - and - asks that the Court allow him to present other precedent cases during the oral argument portion of his Appeal if he is represented by counsel at that time.)

Q63

The Plaintiff-Appellant suggests the following settlement as being equitable and just: First that his back pay include "interest" and that this interest include "cost of living protection increases" received on 7-18-74, 8-3-75, and 8-5-76, as the Plaintiff-Appellant has outlined on page 68 of this written Appeal. The following settlement is calculated by the following pay scales:

- 1) loss or difference of pay for advancement from Frameman to either Installer or Special Representative for 180 days prior to filing complaint with EEOC = about \$540.00.
- 2) servitor pay for the Defendant Telephone Company's forced resignation of the Plaintiff-Appellant at 2 weeks pay per year X 3 years, and including the cost of living protection increase = \$1707.00.
- 3) The value of certain benefits that would be available to the Plaintiff-Appellant if he were still employed by the Defendant New York Telephone Company including tuition refund at one-thousand dollars per year for the following time periods:

Fall '73 - Spring '74 - Summer '74	\$1000.00
	X 4
Fall '74 - Spring '75 - Summer '75	<hr/>
Fall '75 - Spring '76 - Summer '76	\$4000.00
Fall '76 - AT \$1000.00 per academic year	

- 4) The equivalent of vacation pay at the amount of 2 weeks per year for employees with less than five years service (and) 3 weeks per year for an employee with between five and ten years service (at):

1974 - 1975 2 weeks with pay X \$333.00 (top pay Installer)	
1975 - 1976 2 weeks etc.	
1976 - 1977 3 weeks etc.	TOTAL = \$2331.00

- 5) The Plaintiff-Appellant concedes that if he ~~had~~ had been advanced to Special Representative he would not have been assigned much overtime, but had he advanced to Installer in Manhattan he would have worked overtime, and therefore the Plaintiff-Appellant is claiming a loss of pay, including "interest" or the cost of living increase protection allowance -- at the present rate of pay, and that loss of pay for about three years and three months is equal to about \$63,880.00.

- 6) The Plaintiff-Appellant is also seeking to recover costs and attorneys fees including \$11,400.00 to be paid to Mr. Nathan Edelstein (and) an additional \$1,014.30 spent by the Plaintiff-Appellant for the Federal Trial Transcript Index No. 74 C 439, and an additional one-thousand dollars paid to Mr. Nathan Edelstein on or about April of 1974.

(continued on following page.)

(page 77.)

7) Suspensions of the Plaintiff-Appellant by the Defendant Telephone Company during the Spring of 1973 were illegal and improper, and the Plaintiff-Appellant is also seeking to recover 10 additional days pay at top pay for "Frameman" and including interest (or) the cost of living protection increase.

8) The Plaintiff-Appellant ~~is~~ is also seeking damages from the Defendant C.W.A. Local 1104 in the amount of \$2,650.00 for denying his grievance requests at Step One, ignoring his grievances and "Summary Grievance" at "Step Two," (and) not providing the Plaintiff-Appellant with adequate representation, which could have prevented the Defendant Telephone Company from forcing the Plaintiff-Appellant to resign his position with the Company. The above amount represents the value of the Plaintiff-Appellant's time and work in proceeding with this complaint -- without Union assistance -- to regain his position with the Defendant New York Telephone Company.

9) The Plaintiff-Appellant is seeking to be restored to his former position with the Defendant New York Telephone Company, and with full seniority from February 1970, and because of his prior experience with the Company and college education he is seeking to be reinstated at the level of COMMUNICATIONS CONSULTANT (and) to have his rate of pay adjusted appropriately, as may appear equitable and just to this Court.

10) The Plaintiff-Appellant attended college while working for the Defendant New York Telephone Company, and paid about one third of his income toward education expenses. And if the Defendant New York Telephone Company did not pressure and force the Plaintiff-Appellant to resign his position with the Defendant Telephone Company, the Plaintiff-Appellant would have earned an MBA Degree during the Fall Semester 1973, Spring Semester 1974 and Summer Semester 1974. And as corroborated by the April 11, 1972 letter to President Ellinghaus, the Plaintiff-Appellant's future goal was to attend Law School -- And the Plaintiff-Appellant alleges he would have continued his college education towards a Law Degree, (and) instead could not apply to graduate schools because ~~XXXXXX~~ without the salary income provided by his employment with the Defendant Telephone Company, the Plaintiff has no means or resources to pay for such education; And therefore the Plaintiff-Appellant asks the Court to award damages in the ~~amount~~ amount of \$8,400.00 for the loss of time in completing his education -- equating such loss of time to the loss of Plaintiff-Appellant's future earning potential.

7 Company Exhibit #2

1862 Leonard Lane
Merrick, New York 11566

April 11, 1972 2

New York Telephone Company
140 West Street
New York, New York

PERSONAL ATTENTION OF PRESIDENT ELENHAUS

Dear Mr. Elenhaus:

I have been a frameman for the Telephone Company since February of 1970 and attended college at the same time by trading shifts. Prior to the strike, I was able to trade shifts with other employees, but on the new schedule work tours overlap by either one or two weeks. This makes holding one given shift impossible, and thus I am unable to continue my education.

When I was hired, personnel advised me it would be possible to attend college and work full time. However, recently when I asked my supervisor if we could work out such an arrangement when I return to school, he told me "The framemen all must rotate shifts with no exceptions", and thus any college plans I have would be impossible.

Since most of my fellow employees prefer to work the day shift, I asked to be assigned either 4-12 or 12-8 night shifts. I would then attend college during the day and take CLEP exams during the day prior to entering college. Hopefully, my plans include completing the necessary credits toward a Bachelor's Degree, Law School, and continuing at my present job until graduation.

I feel it is very unfair that a college student in your company should be forced to make the choice between leaving college or seeking other employment. There was no other course but to write you for your consideration in this phase of policy.

Very truly yours,

Mark R. Edelstein

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186

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE
26 FEDERAL PLAZA, ROOM 4002
(At Foley Square)
NEW YORK, NEW YORK 10007
264 - 3840

Mr. Mark R. Edelstein
44 Marshal Ave
Floral Park, NY 11001

*Letter Et
July 24 1973
New York Telephone Co.*

Dear Mr. Edelstein:

We have received your communication alleging unlawful employment practices in violation of Title VII of the Civil Rights Act of 1964, as amended. Under Section 706 of Title VII, this Commission cannot accept your complaint until a state or local agency has had at least 60 days to try to resolve your problem.

(60 days prior to Aug 10/8/ Division of Human Rights Nassau County)

We have, therefore, sent your complaint to the New York State Division of Human Rights, 270 Broadway, New York, N.Y. 10007, and ask you to cooperate fully in their investigation of this matter. Please contact them immediately to be certain that all requirements for commencing proceeding in your case have been met.

Unless we hear from you to the contrary, we will automatically file your complaint after the 60 day period had ended. If the state should end its proceeding earlier than 60 days we will file the complaint when it does so, unless we hear from you to the contrary.

If the state has not been able to resolve your complaint, we will undertake an investigation as soon as possible.

I must, however, tell you that we have many charges on file and it may be many months until we can actually begin an investigation. Please be patient and we will contact you as soon as resources allow. * *Request notice of right to sue*

① U.S. District Court
(N.Y. City)*

Sincerely, 180 days

Daniel Murnane Mackey
Daniel Murnane Mackey
District Director

② U.S.
Circuit

③ Supreme Court

1-6 67

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

WHAT DO WE DO WHEN A COMPLAINT IS FILED?

9. If the parties cannot agree, the Commission will decide whether it will sue to enforce compliance with the law; if it decides not to sue (or if the charge is before the Commission for 180 days without being finally resolved) the Charging Party may request, in writing, and the District Director will give the Charging Party or Charging Party's attorney, a letter authorizing that person to go to a Federal Court to have the matter finally decided by the Court.

Mark R. Edelstein
1862 Leonard Lane
Merrick, New York
11566

February 11, 1974

Equal Employment Opportunity Commission
New York District Office
90 Church Street (Room 1301)
New York, New York 10007

Re: Case # TNY4-0235; Edelstein-against-N.Y. Telephone & C.W.A. Local 1104;
Request "NOTICE OF RIGHT TO SUE" in Federal District Court.

To whom it may concern:

As of February 4, 1974 my charges have been on file with EEOC for 180 days; (and during the first 60 days of this 180 "waiting period" EEOC referred same charges to the New York State Human Rights Commission, which in turn sent the charges back to EEOC etc.).

ON FEBRUARY 4, 1974 I visited the EEOC and requested a RIGHT TO SUE LETTER at that time. The "RIGHT TO SUE LETTER" hasn't yet been received, (and) I am again requesting such a "RIGHT TO SUE LETTER" at this time etc/etc.

Formal charges were first filed on August 8, 1973; and I supplied the Commission with additional supplementary material on about six occasions since. etc

*** Because of the size of the Telephone Company they could not only be able to transfer witnesses to other buildings, but could (in fact) allow and even encourage witnesses to transfer to other states! I appreciate all that the Commission has already done for me, but as one of the EEOC representatives explained last week, "they have many charges on file, they are very backed up, (and) they are only able to enforce most of the complaints through informal methods of persuasion, conference, and conciliation; they cannot bring every complaint into court."

I feel it is in my best interests to proceed (on my own) in Federal District Court; And I respectfully request you issue an immediate "RIGHT TO SUE FORM."

Again, I wish to thank the Commission for their assistance, guidance, and the Telephone Company & Union--And if I charges or on advise on court procedure, I ful in the future!

Yours truly,

Mark R. Edelstein

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U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
Received From:	Mark R. Edelstein
	180 Leonard Lane
	Brooklyn, New York 11205
One piece of ordinary mail addressed to:	Equal Employment Opportunity Commission New York District Office - At 90 Church St., Room New York, New York 10007
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE - POSTMASTER	
PS FORM MAY 1971 3817	6 GPO:1974-O-536-477

Mr. Mark R. Edelstein
1862 Leonard Lane
Merrick, New York 11566

March 6, 1974

Equal Employment Opportunity Commission
New York District Office
90 Church Street Room 1301
New York, New York 10007

Re: Case # TNY4-6235; Edelstein vs. N.Y. Telephone Co. S.C.U.A. Local 1104
Request "NOTICE OF RIGHT TO SUE" required for commencing proceeding in
filing my case in Federal District Court.

To whom it may concern:

I first contacted this agency [by telephone] during March or April '73; And [again] contacted The Equal Employment Opportunity Commission [in person] during June or July of the same year—but did not file charges at that time.

On August 8, 1973 formal charges were filed with The Equal Employment Opportunity Commission against the Telephone Company [and] 1104 Unions; And my charges and complaint and grievances have been on file with your agency for over 180 days, and my complaint(s) have not been settled. etc/etc.

During the first 60 days of the 180 day waiting period your agency referred my charges to the New York State Division of Human Rights; And both the New York State Human Rights Commission and the Equal Employment Opportunity Commission tried their best to enforce my complaints through informal methods of persuasion, conference, and conciliation; [and] neither agency has been successful in persuading my former employer to reinstate me. etc.

I have cooperated and have supplied your agency with supplementary material to the original charge and have promptly presented such material to your agency almost immediately after you requested it. I supplied you with such supplementary material(s) (Re: Company) in September '73 and again in October '73; [and] I supported my charges against the Union with additional information presented to your agency in November '73 and again in January '74.

Many months have gone by since I first filed my original complaint (and) all required procedure has been observed and followed. **HOWEVER**, it is my sincere belief and opinion that it is in my best ~~interests~~ interests to proceed on my own and in Federal District Court. And I believe this is the **ONLY** possible method to resolve my complaint(s).

Your agency has **MANY** charges on file, and I realize that for that reason you are "very backed-up" (and) it is partially for that reason I must request an immediate **NOTICE OF RIGHT TO SUE** letter. In a company the **SIZE** of New York Telephone witnesses (vital to my case) could not only be transferred to other crafts, but could request transfer(s) to other states! "As I've already mentioned you are "too backed-up" (and) if I do not act in **haste**, it will be extremely difficult to prove my charges.

Sincerely yours,

Mr. Mark R. Edelstein

69A.

- * PHOTO COPY
- * PHOTO COPY
- * PHOTO COPY

EQUAL EMPLOYMENT OPPORTUNITY COMMIS

RECEIVED MARCH 18, 1974
NOTICE OF RIGHT TO SUE

MAR 12 1974.

Mr. Mark R. Edelstein
1862 Leonard Lane
Merrick, New York

FROM:

Equal Employment Opportunity Comm.
New York District Office
90 Church Street, Room 1301
New York, New York 10007

CHARGE HAS BEEN DISMISSED FOR THE FOLLOWING
REASONS

NO REASONABLE CAUSE

UNTIMELY CHARGE

NO JURISDICTION

FAILURE TO PROSECUTE

EEOC REPRESENTATIVE

Ralph Munoz, District Counsel

TELEPHONE NUMBER

264-7161

CASE/CHARGE NUMBER

TNY 4-0235

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE JUN 06 1974

TO: Mr. Mark R. Edelstein 1862 Leonard Lane Merrick, New York	FROM: Equal Employment Opportunity Comm. New York District Office 90 Church Street, Room 1301 New York, New York 10007
THIS CHARGE HAS BEEN DISMISSED FOR THE FOLLOWING REASON:	
<input type="checkbox"/> NO REASONABLE CAUSE	<input type="checkbox"/> UNTIMELY CHARGE
<input type="checkbox"/> NO JURISDICTION	<input type="checkbox"/> FAILURE TO PROCEED
EEOC REPRESENTATIVE Ralph Munoz, District Counsel	
TELEPHONE NUMBER 264-7161	CASE/CHARGE NUMBER TNY 4-0235

If you want to pursue your charge further, you have the right to sue the respondent(s) named in this case in the United States District Court for the area where you live. If you decide to sue, you must do so within ninety (90) days from the receipt of this Notice; otherwise your right is lost.

If you do not have a lawyer or are unable to obtain the services of a lawyer, take this Notice to the United States District Court which may, in its discretion, appoint a lawyer to represent you.

An information copy of this Notice has been sent to the respondent(s) named in this case.

If you have any questions about your legal rights or need help in filing your case in court, call the EEOC representative named above.

Feldman
Acting District Director

cc:

President
New York Telephone Company
159 Lowell Avenue
Floral Park, New York